

## **POOR LEGIBILITY**

ONE OR MORE PAGES IN THIS DOCUMENT ARE DIFFICULT TO READ  
DUE TO THE QUALITY OF THE ORIGINAL

Deeds Book 28 276-278

AR0079

Washoe Sulphurel Co. U.S. State Stamps 10¢ each

Members thereof. This Agreement made and entered into this third day of October A.D. 1867 by and between William H. Armstrong and Charles Fournier parties of the first part Thomas S. Taylor and James M. Wright parties of the second part and the Washoe Sulphurel Company composed of William H. Armstrong Charles Fournier Thomas S. Taylor and James M. Wright of Storey County Nevada parties of the third part. Witnesses That the parties of the first part and the parties of the second part do hereby enter into a partnership under the name and style of the "Washoe Sulphurel Company" to be equally interested in all property thereof each of said first and second parties owning one fourth undivided interest in the property hereinafter described, said partnership being formed for the purpose of melting collecting and reducing ores and Sulphurets in Storey County Nevada. Also that I do hereby witness that the parties of the first part for the purpose of forming said partnership in consideration of the premises and of the sum of One Dollar to them in hand paid by the party of the third part the receipt whereof is hereby acknowledged have granted bargained sold and conveyed and by these presents do grant and convey to the said party of the third part its successors and assigns all their right title and interest in and to that certain piece of land situated in Gold Hill Storey County Nevada described as follows to wit Commencing at a stake marked "A" on the east side of Main Street and running southerly along the east line of said Street Twenty (20) feet to a stake marked "B" thence easterly at right angles with said Street Ninety Six (96) feet thence at right angles northerly Twenty (20) feet thence Ninety Six (96) feet to the place of beginning being a portion of Lot No. 2 & Block Six (6) Range 6 as represented upon the official Map of said Town of Gold Hill also the building known as the Papoose Mill and tailing sluices situate thereon and all the tools and machinery connected with or used in and about said Mill together with all and singular the tenements hereditaments and appurtenances thereto belonging. Also all the right title and interest of said first parties in and to

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of the Missouri Lumber Company to be equally interested in a (prop-  
erty) thereof each of said first and second parties owning one fourth  
undivided interest in the property hereinafter described, said part-  
nership being formed for the purpose of Milling, collecting and  
reducing ore and Sulphur in Store County Nevada.  
Now that Indenture Witnesseth that the parties of the first part for  
the purpose of forming said partnership in consideration of the  
promises and of the sum of One dollar to them in hand paid by the  
party of the third part the receipt whereof is hereby acknowledged  
have granted bargained sold and conveyed and by these presents do  
grant and convey to the said party of the third part its successors  
and assigns all their right title and interest in and to that certain  
piece of land situated in Gold Hill Store County Nevada described  
as follows to wit Commencing at a stake marked "A" on the east  
side of Main Street and running southerly along the east line of  
said Street Twenty (20) feet to a stake marked "B" thence easterly  
at right angles with said Street Twenty Six (26) feet thence at right  
angles northerly Twenty (20) feet thence Twenty six (26) feet to the  
place of beginning being a portion of Lot No 22 Block Six (6)  
Range 10 as represented upon the official Map of said Town of Gold  
Hill Also the building known as the Poprose Mill and tailing  
sluices situate thereon and all the tools and machinery connected  
with or used in and about said Mill Together with all and singular  
the tenements hereditaments and appurtenances thereto belonging  
Also all the right title and interest of said first parties in and to  
fourteen hundred feet of sluices located upon ground adjoining  
that above described which said ground is held under a lease to said  
first parties. And the said parties of the first part hereby agree to  
renew said lease at its expiration the same to continue during  
the term of this partnership and agreement. And in case said first  
parties fail to renew or cause to be renewed said lease they hereby  
agree to replace the said fourteen hundred feet of sluices (when the  
same can be used to the profit and advantage of said third party)  
at the cost and expense of said first parties. The parties of the  
second part for the purpose of carrying into effect said part-  
nership in consideration of the promises and of said sum of one dollar  
to them in hand paid by the party of the third part the receipt where-  
of is hereby acknowledged have granted bargained sold and conveyed

and by these presents do grant and convey unto the said party of the third part its successors and assigns all their right title and interest in and to those certain Town lots situated in Gold Canyon County and State of Oregon described on the official Map of Gold Hill as lots numbered thirty and thirty one (30 & 31) in Block number Six Range 6 together with the Mill and tailing sluices therein situate and the tools and machinery connected therewith and all the tenements hereditaments and appurtenances thereto belonging. Also that certain piece of land situated in said County and State described as follows to wit: Commencing at a point on the Stage road leading from Gold Hill to Silver City at the intersection of the northerly line of the land now or formerly owned by York Phelps & Co. running thence northerly along said Stage road six hundred feet more or less to the southerly boundary line of land now or formerly owned by Hyde, Booth & Co. thence easterly in said line four hundred feet thence southerly six hundred feet more or less and thence westerly four hundred feet to the place of beginning this corner being the whole of lot number thirty (30) and the southerly sixty one foot of lot number twenty six (26) in Block Six (6) Range 6 as described on the official Map of Gold Hill of and said together with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining including nineteen hundred and twenty eight feet of sluices situated on the property above described and thirteen hundred and seventy one feet of sluices located upon ground adjoining held under lease by said second parties. And the said parties of the second part hereby transfer assign and set over to the said party of the third part all their right title and interest in and to the lease of the ground wherein said thirteen hundred and seventy one feet of sluices now stand. To have and to hold the above mentioned and described property together with the appurtenances unto the said party of the third part its successors and assigns. It is hereby mutually agreed between the parties hereto that the copartnership hereby formed and entered into shall continue for the



line of the land now or formerly owned by John H. Spence (the same  
thence northerly along said Stage road six hundred feet more or less  
to the southerly boundary line of land now or formerly owned by  
Hyde Beath & Co. thence easterly on said line four hundred  
feet thence southerly six hundred feet more or less and thence  
westerly four hundred feet to the place of beginning the same  
being the whole of lot number Thirtie (30) and the southerly sixty  
one feet of lot number twenty six (26) in Block Six (6) Range  
16 as described on the official Map of Gold Hill of record together  
with all and singular the tenements hereditaments and appur-  
tenances therunto belonging or in anywise appertaining inclu-  
ding sixteen hundred and twenty eight feet of sluices situa-  
ted on the property above described and thirteen hundred and  
seventy one feet of sluices located upon ground adjoining held under  
lease by said second parties. And the said parties of the second part  
hereby transfer assign and set over to the said party of the  
third part all their right title and interest in and to the lease  
of the ground wherein said thirteen hundred and seventy one  
feet of sluices now stand. To have and to hold the above mentioned  
and described property together with the appurtenances unto the  
said party of the third part its successors and assigns. It is here-  
by mutually agreed between the parties hereto that the copart-  
nership hereby formed and entered into shall continue for the  
term of five years. In Witness Whereof we have hereunto  
set our hands and seals this day and year first above written  
Signed Sealed and delivered (Wm. H. Armstrong Seal)  
in the presence of (Chas. J. Forman Seal)  
S. W. Chubbuck (Thomas S. Taylor Seal)  
(J. W. Wright Seal)

State of Nevada County of Storey

On this 12<sup>th</sup> day of October A.D. one thousand eight hundred and sixty  
seven before me S. W. Chubbuck a Notary Public in and for said  
County residing therein duly commissioned and sworn person-  
ally appeared Wm. H. Armstrong Chas. J. Forman Thomas S. Taylor  
& J. W. Wright whose names are subscribed to the annexed in-  
strument as parties thereto personally known to me to be the  
individuals described in and who executed the said annexed  
instrument and who duly acknowledged to me that they

represents the same facts and real estate and for the same and  
purpose as the same mentioned. And Witness my hand and official  
seal this day and year last above written.

Wm. Chickworth Notary Public  
Recorded at request of Chas. Horner Oct 18, 1867 at 11 a.m.

Chas. H. Cook Recorder

O. N. Frank & M. B. State Stamp 50 each

Wm. Charles & This Indenture made the tenth day of Sep-  
tember one thousand eight hundred and sixty  
seven between O. N. Frank of Virginia City, Blaine County  
State of Nevada party of the first part and Robert W. Charles  
of Virginia City party of the second part Witnesseth That the  
said party of the first part for and in consideration of the sum  
of three hundred and fifty (\$350) Dollars to them in hand paid  
by the said party of the second part at and for the signing  
and delivery of these presents the receipt whereof is hereby  
acknowledged has agreed and granted and do hereby  
presently do remise release and quit claim unto the said party  
of the second part and to his heirs and assigns forever All the right  
title and interest of the said party of the first part to that certain  
lot piece or parcel of land together with a frame building on the  
situated lying and being in Virginia City, Blaine County Nevada  
more particularly described as follows: Commencing at a point  
on the easterly line of D Street when the southern line of the  
Central Mill lot intersects D Street thence southerly along the  
easterly line of D Street forty three (43 feet) to Mrs. Goodrich's lot  
thence at right angles east into Mrs. Goodrich's lot (113 ft)  
to E Street thence northerly along the easterly line of E Street forty  
three (43 ft) thence southerly along the line of the Central Mill  
lot One hundred thirty one (131 ft) to D Street the point of beginning  
together with all and singular the tenements and buildings and  
appurtenances thereto belonging or in any way appertaining  
and the same and premises contained and surrounded  
with vines and brick thereon And also all those lots and lots

135136



County of Storey  
Publish At Notary Public in and for said Storey County, duly Commissioned and law-  
fully sworn the within named J. Thorman, whose name is subscribed  
to the foregoing instrument as a party thereto, personally known to me to be the  
individual described in said instrument, and who executed the foregoing instrument, and who  
acknowledged to me that he executed the same freely and voluntarily, and for  
the uses and purposes therein mentioned. (S.S.) In Witness Whereof I have hereunto  
set my hand and affixed my official seal this day and year in this Goldfields  
first above written.

J. W. Chubbuck, Notary Public  
Remains at request of Grantor Nov. 7. A.D. 1871 at 15 Min past 1 P.M.

Chas. Ransom, Recorder  
By Fred. Buckner, Deputy

Deeds Book 31- 277 to end

Vaguer & Klein } Revenue and State Stamps \$1.00 each  
To } This Indenture made the twelfth day of October in the year  
1871 of our Lord eighteen hundred and seventy one, Between  
John Vaguer of Hamilton Idaho Territory Nevada and Jacob Klein  
of Carson City Comby County Nevada parties of the first part and J. H.  
Taylor, W. H. Armstrong and E. H. Holding of Storey County Nevada  
parties of the second part witnesses: That the said parties of the first  
part for and in consideration of the sum of Seven hundred dollars  
Gold Coin of the United States of America to them in hand paid by the  
said parties of the second part at or before the executing and delivery  
of these presents, the receipt whereof is hereby acknowledged have  
received released and quit claimed and by these presents do receive  
release and quit claim unto the said parties of the second part and  
to their heirs and assigns forever All the right title and interest  
of the said parties of the first part of in and to the following describe  
premises, Situated in the Town of Gold Hill in the County of Storey  
and State of Nevada to-wit: So much of lot N<sup>o</sup> 22 in Block 6. Range  
6. as per Plat of the Town of Gold Hill, as is described as follows: 135137  
Commencing at a point in the east line of Main Street of said Town of  
Gold Hill on the South line of lot said by grantors to Chas. Thorman  
& W. H. Armstrong, thence South along the line of said Main Street one  
hundred and fifty feet, thence Exactly at right angles one hundred and  
ten feet more or less to the Ravine thence northerly at right angles following  
the course of said Ravine one hundred and fifty feet: thence westerly along  
the northerly line of said Thorman & Armstrongs lot one hundred and  
ten feet more or less to the place of beginning: Being a portion of a larger  
lot of 2 1/5 feet front lot by grantors from Philip Heuser & wife Recorded on

Book of p. 200 Story & Bonds. Together with all and singular the tenements  
 hereditaments and appurtenances thereto belonging in any way or any way appurtenant and  
 the revenues and possessions thereunto due and lawfully due and profits thereof  
 and also all the whole right title interest property possession claim and demand  
 whatsoever or shall in law or in equity of the said parties of the first part of us  
 or to the above described premises and every part and parcel thereof with the appur-  
 tenance To Have and To Hold with and subject to the above mentioned and  
 described premises together with the appurtenances unto the said parties of  
 the second part their heirs and assigns forever. In Witness Whereof the said  
 parties of the first part have hereunto set their hands and seals this day  
 and year first a line witness

John W. Agnew (Seal)  
 Jacob Klein (Seal)

State of Nevada. On this twentieth day of October A.D. One  
 County of White Pine. Thousand eight hundred and seventy one personally  
 appeared before me Alf de Shields a Notary Public in and for the County  
 of White Pine John W. Agnew whose name is subscribed to the annexed  
 instrument as the party thereof personally known to me to be the same person  
 described in and who executed the said annexed instrument as the party  
 thereof who acknowledged to me that he executed the same freely and voluntarily  
 and for the uses and purposes therein mentioned (S.E.) In Witness  
 Whereof I have hereunto set my hand and affixed my official seal this day and  
 year in this California first a line witness

Alf de Shields Notary Public

State of Nevada. On this Twentieth day of October A.D. One  
 County of Esmeralda. Thousand eight hundred and seventy one before  
 me Adolphus Wertz a Notary Public in and for said County personally  
 known duly sworn and sworn personally appeared Jacob Klein  
 whose name is subscribed to the annexed instrument as a party thereof who is  
 personally known to me to be the individual described in and who executed the  
 annexed instrument and who duly acknowledged to me that he executed the same  
 freely and voluntarily and for the uses and purposes therein mentioned (S.E.) In  
 Witness Whereof I have hereunto set my hand and affixed my official seal  
 at my office in said County this day and year in this California first  
 a line witness

Adolphus Wertz Notary Public

Recorded at request of L.H. Gidding Nov 1st A.D. 1871 at 15 min past 2 P.M.

Chas. Harrison Recorder  
 By H. E. Baker Deputy

135138

Know all Men that the above is a true and correct copy of the original



195139

On this 15th day of March 1873 I, S. W. Chubbuck, Notary Public in and for said County of Stary, N.H. do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same was presented to me by the said party thereto personally known to me to be the said party and who duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned in (read) Writing my hand and Office Seal the day and year last aforesaid.

On this 15th day of March 1873 I, S. W. Chubbuck, Notary Public in and for said County of Stary, N.H. do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same was presented to me by the said party thereto personally known to me to be the said party and who duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned in (read) Writing my hand and Office Seal the day and year last aforesaid.

S. W. Chubbuck, Notary Public.  
Recorded at request of Grace March 15 1873 at 10 o'clock P.M.  
Charles K. Kinsman, Recorder.

Deeds Book 32 - 451 -

This was done on the 15th day of March 1873 at Stary, N.H. in presence of S. W. Chubbuck, Notary Public in and for said County of Stary, N.H. and of the said party thereto personally known to me to be the said party and who duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned in (read) Writing my hand and Office Seal the day and year last aforesaid.

[illegible]

135140



And that on the 17th of June 1867 said Charles F. Taylor and Charles  
F. Taylor and Wm. H. Armstrong recorded in Book 27 of Deeds pages  
179 & 180 in said Recorder's office a deed and instrument in  
writing dated Oct. 3<sup>rd</sup> 1864 said by and between William H. Bondman  
and Charles F. Taylor as parties of the first part Thomas H. Taylor  
and James W. Wright parties of the second part and the Washoe Sulphur  
Company as parties of the third part. Charles F. Taylor  
and Thomas H. Taylor and James W. Wright parties of the first part  
recorded in said Recorder's office in Book 27 of Deeds pages  
179 & 180. And that on the 15<sup>th</sup> day of June 1867 said  
C. F. Taylor Assignee of the Washoe Sulphur Company a Deed  
to C. F. Taylor, Wm. H. Armstrong and Thomas H. Taylor recorded in  
said Recorder's office in Book 27 of Deeds pages 507, 508 & 509  
which are the present property. It is my claim of infirmities, good  
man. Charles F. Taylor demands of compensation in kind belonging  
to said Washoe Sulphur Company whereas the same may be adjusted  
To certain debts made to said Wm. H. Armstrong by George H. Waters  
in the County and through him situated in Gold Hill Mining District  
Plum County State of Nevada and all the rights acquired under  
said debts and except to have the Company and sole. In some  
of said debts said Wm. H. Armstrong is liable and the other of  
said debts assigned to said Armstrong by said Waters  
together with all the singular and the tenements here described and  
appurtenances thereto belonging or in any manner appurtenant  
and the same and now and then said said debts and interests  
said to be profits thereof. And also all the estate rights title interest  
and profits and demands of compensation in kind in and as  
a part of the said parties of the first part of the said deed  
and also said said parties of the first part of the said deed  
to hold all and singular the said premises together with the appurtenances  
to the said parties of the second part and to his heirs and  
assigns forever. In Witness Whereof this said parties of the first part  
put to their hands and seals the day and year first above written  
I, Wm. H. Armstrong, Clerk of the County of  
Nevada, do hereby certify that the foregoing is a true and correct  
copy of the original as the same appears from the records of the  
County of Nevada.

Wm. H. Armstrong (Seal)  
C. F. Taylor (Seal)

Wm. H. Armstrong  
C. F. Taylor





Apparatus of Labor

State of Nevada } as Jamesas Boyle being  
County of Storey } first duly sworn deposes  
and says that he is a citizen of the United States over  
the age of twenty one, and competent to be an  
evidence in any proceeding. That he makes this affidavit  
in behalf of William H. Armstrong the owner of the  
mining claim named the Harpers Mining Claim  
in Devils Gate Mining District Between January 1<sup>st</sup> 1891  
and September 14<sup>th</sup> 1891 the value of labor to the amount  
of one hundred (\$100.00) dollars was done on said  
claim. Subscribed and sworn to before me  
this 14<sup>th</sup> day of September 1891.

John M. Kelly

County Recorder

Filed and recorded this 14<sup>th</sup> day of Sept A.D. 1891  
at Request of John Boyle at 11 O'Clock Am  
B.K. L. P.O.A. John M. Kelly  
pg. 383-385

County Recorder

In the Matter of the } In the District Court of  
Estate of C. C. Thompson } the State of Nevada in  
and for the County of Storey. Order  
concerning Sale of Real Estate taken in  
Execution of the Last Will and Testament of  
said C. C. Thompson deceased. Having made  
to this Court and filed in the office of  
the Clerk thereof her return of her proce-  
ings under the power of sale contained in  
said will and said return covering an regular  
this day to be heard and it appearing to the Court  
that in presence of said power of sale  
said Executors and place of holding said  
sale to be posted up in three of the most  
public places in the Virginia Evening Chronicle  
a newspaper printed and published in said  
County of Storey three weeks successively next  
before such sale in which order of sale and  
noted the lands and tenements to be sold were  
described with common certainty as follows to  
wit: Lots Thirteen (13) fourteen (14) fifteen (15)  
sixteen (16) seventeen (17) eighteen (18) nineteen (19)  
twenty (20) twenty one (21) and twenty two  
(22) in Block B of Range Co. also

(43) forty four (44) and forty five (45) in Black Eagle (7) Ranger D all in the town of Gold Hill in Storey County Nevada also said (6) quantity measures a lot of cashmere and other articles of personal property heretofore used about said property and now thereon, said property, said property being known as the Douglas Mill property and all the water rights and privileges appertaining thereto, that at and all Theodore Washington of Gold Hill Storey County Nevada became the purchaser of said property known as the Douglas Mill property said real estate for the sum of six thousand dollars and the satisfaction of a claim against said Estate for the sum of \$3,650 - dollars he being the highest and best bidder and said sum, and said sum being the highest and best sum bid, and all and singular the laws and the measures being by the court here seen became understood and fully considered, Whereas it is by the court Ordered Adjudged and decreed, That the said date be and the same is hereby confirmed and approved and the proper <sup>and</sup> ~~expedited~~ legal conveyance of all said real estate and hereby directed to be executed to said parties herein by said Ellen Stephenson Esq. as aforesaid and that a certified copy of this order be recorded in the office of the County Recorder of Storey County. Done in open court this 15th day of September A.D. 1891 Richard R. Rivington District Judge State of Nevada  
County of Ormsby  
I am the County Clerk of Ormsby County State of Nevada Clerk of and Ex Officio Clerk of the District Court of the State of Nevada in and for the County of Ormsby said being a Court of Record having in common law jurisdiction and

lots forty one (41) forty two (42) forty three  
(43) forty four (44) and forty five (45)  
in Block Eight (8) Range 1 all in the town  
of Gold Hill in Storey County Nevada  
also six (6) quantity wagons a lot of castings  
and other articles of personal property  
hereof use about said property and  
more thereon, said property, said property  
being known as the Douglas Mill property  
and all the water rights and privileges appert-  
ant thereto, that at well call Theodore Washington  
of Gold Hill Storey County Nevada became  
the purchaser of said property known as the  
Douglas Mill property said real estate for  
the sum of six thousand dollars and the  
satisfaction of a claim against said Estate  
for the sum of \$3,950 - dollars he being the  
highest and best bidder and said sum, and  
said sum being the highest and best sum  
bid, and all and singular the laws  
and the measures being by the court  
have been heard understood and fully  
conceded, Whereas it is by the court  
Ordered, Adjudged and decreed, that the said  
deed be and the same is hereby confirmed  
and approved and the proper <sup>and</sup> separate  
legal conveyance of all said real estate are  
hereby directed to be executed to said person  
having by said Ellen Stephenson Executrix  
as aforesaid and that a certified copy  
of this order be recorded in the office of  
the County Recorder of Storey County. Done  
in open court this 15th day of September  
A.D. 1891 Richard Rosing

State of Nevada District Judge  
County of Ormsby

I Wm. H. Damm, County Clerk of  
Ormsby County State of Nevada do hereby  
of and Ex Officio clerk of the District Court  
of the State of Nevada in and for  
the County of Ormsby said being  
a Court of Record having in

and blank and a seal, do hereby certify  
that the foregoing is a full true and  
correct copy of the original order conveying  
sale of Real Estate in the execution of  
of the Estate of L.C. Stevenson Dec<sup>d</sup>  
which now remains on file and record  
in my office in Carson City, in said County  
in testimony Whereof, I have hereunto set  
my hand and affixed the Seal of said  
Court at Carson City in said County  
and State this 15<sup>th</sup> day of September A.D.  
1891 Wm H. Isaac

(Seal) County Clerk

Filed and Recorded at request of H.E. Devel  
Sept-16<sup>th</sup> 1891

John M. Kelly

Celestia Morrison

To { This indenture made the 14<sup>th</sup>  
Jacob Storch et al } day of September in the year  
of our Lord one thousand eight hundred and  
ninety one. Witnesseth that Celestia Morrison  
Executrix of the last will of John S. Morrison deceased  
do hereby lease demise and let to Jacob Storch  
and John Trauss the following described property  
situated in the City of Virginia County of State  
of Nevada and particularly described  
as follows to wit: Lots No Nineteen (19) and  
Twenty (20) in Block No one hundred & <sup>seventy</sup> three (93)  
Range "A" as known and designated on the offi-  
cial map of said City of Virginia the same being  
a frontage of 5 1/2 feet on B Street and extending  
by a line width westerly 100 feet more or less  
Also the following described personal property  
in or about or connected with said property  
to wit: 14 chairs and four tables, 1. Stone and soap  
1. Lamp 1. Counter & bare fixtures 1. desk, 4. vases  
9. hogheads 1. wood bench & tools lot of beer Kegs  
& panato Malt mill and horse power 1. frame  
of scales 1. pump 1. copper beer Kettle 1. Delivery  
wagon 1. Rob. Sleigh 1. Cullen, 2. horses lot of Double  
harness 1. saw, 1. dustin & two robes three hoghead  
faucets & Druggist's, 100 feet of hose. To Have  
from the term of two (2) years to wit: from



Ellen M. Stevenson,  
Is } This indenture made this  
Thos A Washburn } twentieth day of September  
 A.D. 1891. Between Ellen M Stevenson as devisee and  
 legatee under the last will and testament of C. C.  
 Stevenson deceased as here at Law of said de-  
 ceased and also as executor of the last will  
 and testament of said party of the second part  
 and Thomas A Washburn of Gold Hill City Storey  
 County State of Nevada the party of the second  
 part Witnesseth: That the said party of the first  
 part for and in consideration of the sum  
 of Eight thousand six hundred fifty eight  
<sup>80</sup>/<sub>100</sub> Dollars Gold coin of the United States of  
 America to her in hand paid by the  
 said party of the second part the receipt whereof  
 is hereby acknowledged doth by these presents  
 grant bargain sell and convey unto the said  
 party of the second part and to his heirs  
 and assigns forever all the right title and  
 interest and estate of the said C. C. Stevenson  
 deceased at the time of his death and also  
 all the right title and interest that the said  
 Estate by operation of law or otherwise may  
 have acquired other than or in addition to that  
 of said Estate at the time of his death and  
 also all the right title interest and estate of  
 the said Ellen M Stevenson in her own right  
 as devisee and legatee under the last will and  
 testament of said deceased and as here at Law  
 of said deceased in and to the following <sup>described</sup> real  
 estate situate in the Town of Gold Hill County  
 of Storey State of Nevada to wit: Lots numbers  
 thirteen (13) fourteen (14) fifteen (15) sixteen (16)  
 seventeen (17) eighteen (18) nineteen (19) twenty (20)  
 twenty one (21) and twenty two (22) in Block  
 six (6) Range "C" Also lots forty one (41)  
 forty two (42) forty three (43) forty four (44) and  
 forty five (45) in Block Eight (8) Range "D"  
 and in said Town of Gold Hill and also all  
 the water rights and privileges appurtenant  
 to said lands, Also all personal property -

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situate upon said land. This Deed is made in pursuance of the power given said party of the first part by the last will and testament of said C. C. Stevenson deceased and after due and legal notice given as required by law and by virtue of a decree of the District Court of the State of Nevada County of Ormsby made on the fifteenth day of September 1891 confirming the sale of the above described property a certified copy of said decree of confirmation is of record in the office of the County Recorder of said Storey County Nevada in Book "L" Page 383. Together with all and singular the tenements and hereditaments and appurtenances thereto belonging or in anywise appertaining, and the revenues and revenues hereunto then and hereafter due, rents issues and profits thereof To Have and to hold all and singular the said premises together with the appurtenances unto the said party of the second part and to his heirs and assigns forever, he Witness Hereof the said party of the first part hath hereunto set her hand and seal the day and year first above written.

Signed sealed and delivered  
in the presence of  
Thos E Haven

Ellen M. Stevenson  
Ellen M. Stevenson  
Exeuntary of the last will  
of C. C. Stevenson, deceased



State of California  
City and County of } ss

Sam Francisco } On this 16<sup>th</sup> day of September  
in the year one thousand eight hundred and  
ninety one before me Thomas E Haven a  
Notary Public in and for said City and County  
of Sam Francisco residing therein duly commis-  
sioned and sworn personally appeared  
Ellen M Stevenson whose name is subscribed  
to the annexed instrument as a party thereto  
personally known to me to be the person  
described in and who executed the said annexed  
instrument as a party thereto who does acknowledge  
to me that she (individually and as



(incentive) executed the same freely and voluntarily and for the uses and purposes therein mentioned. In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco the day and place in this Certificate first above written. Thus & Given.

Notary Public

Filed and Recorded this 21<sup>st</sup> day of Sept - A.D. 1891  
at Request of W. & F. Deal at 29 min past 2 O'Clock P.M.

John M. Kelly

County Recorder

Theodore A. Washburn

to

E. D. Boyle

This Indenture made the 21<sup>st</sup> day of September A.D. 1891.

Between Theodore A. Washburn of the Town of Gold Hill County of Storey State of Nevada <sup>the County of the first part</sup> and E. D. Boyle of the same place the County of the second part. Witnesseth: That the said party of the first part, for and in consideration of the sum of Five Thousand Dollars Gold Coin of the United States of America to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, doth by these presents grant bargain sell and convey unto the said party of the second part and to his heirs and assigns forever an undivided interest equal to two thirds  $\frac{2}{3}$  of the whole of all three hundred and several parcels of land situated <sup>lying</sup> and being in the Town of Gold Hill County of Storey State of Nevada described as follows to wit: Lots numbers Thirteen (13) Fourteen (14) Fifteen (15) Sixteen (16) Seventeen (17) Eighteen (18) Nineteen (19) Twenty (20) Twenty-one (21) and Twenty-two (22) in Block A of Range C, also lots Forty-one (41) Forty-two (42) Forty-three (43) Forty-four (44) and Forty-five (45) in Block B of Range D, all in said Town of Gold Hill and as laid down and described on the official map of said Town of Gold Hill except so much of said land as has been this day conveyed by said party of the first part to Joseph Haring by deed dated the 21<sup>st</sup> day

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of September 1891 the portion so conveyed to said Joseph King being that portion enclosed by a fence where the late C. C. Stevenson formerly resided also an undivided interest equal to two thirds  $\frac{2}{3}$  of the whole of the water rights and privileges appurtenant to said land and or like interest in all the personal property on said land, said property being the same property heretofore conveyed to said party of the first by Ellen M. Stevenson as executrix of the last will and testament of C. C. Stevenson Deceased. Together with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining and the revenues and rents issues and profits thereof to have and to hold all and singular the said premises together with the appurtenances unto the said party of the second part and to his heirs and assigns forever. In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and place first above written.

Theodore A. Washburn



State of Nevada } ss.  
County of Storey }

On this 21<sup>st</sup> day of September A.D. one thousand eight hundred and ninety one personally appeared before me a Notary Public in and for the said County of Storey State of Nevada, Theodore A. Washburn whose name is subscribed to the annexed instrument as a party thereto personally known to me to be the person described in and who executed the said annexed instrument as a party thereto and said Theodore A. Washburn duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. In Witness Whereof I have hereunto set my hand and official my official seal this day and year in this Certificate first above written.



C.E. Mack

Notary Public

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Filed and recorded this 21<sup>st</sup> day of September 1891 at  
request of H.E. Deal at 15 minutes past 5 O'Clock P.M.

John M. Kelly

County Recorder

William Vucovich et al

To

Fred Ritter

This Indenture made the 5<sup>th</sup> day  
of December in the year of our  
Lord one thousand eight hundred and eighty  
nine Between William Vucovich of the City of Virginia  
County of Storey State of Nevada and H.E. Vucovich  
of Fresno Fresno County State of California parties  
of the first part and Fred Ritter of the City of  
Virginia County of Storey State of Nevada  
the party of the second part Witnesseth: That  
the said parties of the first part for and  
in consideration of the sum Twenty five  
dollars lawful money of the United States  
of America to him in hand paid by  
said party of the second part the receipt whereof  
is hereby acknowledged have mutually released  
and forever quitclaimed and by these presents  
do mutually release and forever quitclaim  
unto the said party of the second part  
and to his heirs and assigns all that certain  
lot piece or parcel of land situate lying  
and being in the City of Virginia County  
of Storey State of Nevada and bounded and  
particularly described as follows to wit: portion  
of lot number twelve (12) in Block forty  
Three Range Barranca as designated on the  
Official map of the said City of Virginia  
being the same premises acquired by Grantors  
from Andrew Subotich by deed dated November  
20<sup>th</sup> 1889. Together with all and singular the  
tenements hereditaments and appurtenances  
thereunto belonging or in anywise appertaining  
and the revenues and revenues remain-  
der and revenues and profits  
thereof: To Have and to hold all and singular

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S. E. D. Boyle  
 To  
 Theodore A. Washburn  
 Joseph Mills

This Indenture, Made  
 this First day of Feb-  
 ruary in the year  
 of our Lord one thou-  
 sand nine hundred (1900) Between E. D. Boyle  
 of the Town of Gold Hill, Storey County, State  
 of Nevada the party of the first part, and  
 Theodore A. Washburn and Joseph Mills,  
 both of Gold Hill, Storey County, Nevada the  
 parties of the second part, Witnesseth:  
 That the said party of the first part, for  
 and in consideration of the sum of Fifteen  
 Hundred (\$1500 or 1500) Dollars, Gold coin of  
 the United States of America, to him in  
 hand paid by the said parties of the  
 second part, the receipt whereof is hereby  
 acknowledged, hath granted, bargained and  
 sold, conveyed and confirmed, and by these  
 presents doth grant, bargain and sell, convey  
 and confirm, unto the said parties of the  
 second part, and to their heirs and assigns  
 forever, all those certain lots, pieces or  
 parcels of land situate, lying and being  
 in the Town of Gold Hill County of  
 Storey State of Nevada, and bounded and  
 particularly described as follows, to wit:  
 An undivided interest equal to two  
 thirds ( $\frac{2}{3}$ ) of the whole of those certain  
 lots, pieces or parcels of land more partic-  
 ularly described as follows, to wit:  
 Lots (13) thirteen, fourteen (14), fifteen (15)  
 sixteen (16), seventeen (17), eighteen (18), nineteen  
 (19), twenty (20), twenty-one (21) and Twenty two (22)  
 in Block six (6) Range "C"; also Lots forty-one  
 (41), forty two (42), forty three (43), forty four  
 (44), and forty five (45) in Block eight  
 Range "D" in Gold Hill, Storey County, Nevada,  
 as laid down and described upon the  
 official map thereof excepting so much  
 of said land as has been heretofore to wit  
 on the 21st day of September, (1899), sold to  
 Joseph King being that portion enclosed by

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a fence where Ex-Governor C. B. Stevenson formerly resided; also an undivided interest equal to two thirds of the whole of all water rights and privileges appurtenant to said land and a like interest in all personal property on said land. said personal property being about the same property conveyed by Ellen M. Stevenson as Executrix of the last will, testament and Estate of C. B. Stevenson, Deceased, to Theodore A. Washburn on the 10th day of September, 1891, and of record in Book 51 - pages 345 et seq of Deeds, Storey County Nevada records.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and To Hold, all and singular the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and Delivered in the Presence of

E. D. Boyle (Seals)

Geo. N. Nally.

State of Nevada, }  
County of Storey } s. s.

On this First day of February A. D. one thousand nine hundred, personally appeared before me Geo. N. Nally, a Notary Public in and for the said County of Storey State of Nevada, E. D. Boyle whose name is subscribed in the annexed instrument, as a party thereto, personally known to me to be the same person described in and

who executed the said annexed instrument as a party thereto, and said E.D. Boyle duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.

(Seal) Geo. W. Noel

Notary Public,  
Stoney Co. Nev.

Filed for Record at the Request of  
Haskburn Mills Feb. 1 A. D. 1905 at 10 min.  
past 3 o'clock P. M.

Amos K. Jones  
Co. Recorder

John M. Heath  
To

Patrick Harrington November in the year of our Lord one thousand eight hundred and Ninety Between John M. Heath of the Town of Gold Hill County of Storey State of Nevada party of the first part and Patrick Harrington of the same place the party of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of Two hundred Dollars lawful currency of the United States of America, to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged does by these presents grant, bargain, and sell, convey and confirm, unto the said party of the second part, and to his heirs and assigns forever, all that certain lot or parcel of land situate, lying and being in the Town of Gold Hill County of Storey State of Nevada and bounded and particularly described as follows, to wit: Commencing one hundred and forty-three (143) feet from the south line of the Gold Hill Foundry (old line, ten (10) feet west from a certain stone wall

County of Storey, State of Nevada, and particularly described as follows, to-wit:

Part of Lot Nos. One (1) and Two (2) in Block No. Forty-one (41), Range 19", as laid down and described on the official map of Gold Town of Gold Hill.

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TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises together with the appurtenances, unto the said party of the second part, her heirs and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand the day and year first above written.

Andy Antonovich.

STATE OF NEVADA  
County of STOREY ) ss.

On this 13 day of June, 1937, personally appeared before me, the undersigned, a Notary Public in and for the County of Storey, State of Nevada, ANDY ANTONOVICH, known to me to be the person described in and who executed the annexed instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Storey, State of Nevada, the day and year in this certificate first above written.

Alan Bible

Notary Public.

SEAL.

Filed for record at request of Flora LeFoe Chilotti June 8, 1937 at 30 min. past 2 o'clock P.M.

P. J. Concoran

County Recorder.

By Annie M. Concoran

Deputy.

No. 11353.

DEED.

THIS INDENTURE, made the 13th day of May, 1937, between Alfred K. Washburn, a resident of Providence, R. I., Charles H. Washburn, a resident of Oakland, State of California, Lucie Coyette, a resident of Alhambra, State of California, Eloise Knight and Vera Geddis, residents of Alhambra, State of California, all children and grand-children, and comprising all of the heirs at law, of the late E. A. Washburn, deceased, formerly a resident of the Town of Gold Hill, Storey County, State of Nevada, parties of the first part, and Vincenzo Mariconi, of the Town of Gold Hill, Storey County, State of Nevada, party of the second part,

W I T N E S S E T H :

That the parties of the first part, in consideration of the sum of seventy five dollars current lawful money of the United States of America, to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, remise, release, and forever quitclaim unto the said party of the second part, and to his heirs and assigns, all of our right, title and interest, of, in and to all those certain lots, pieces, and parcels of land situate in the Town of Gold Hill, Storey County, State of Nevada, and formerly the property of the said E. A. Washburn, deceased, and more particularly de-

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scribed as follows, to-wit:

Lots number eleven (11), thirteen (13), fourteen (14), fifteen (15), eighteen (18), nineteen (19), twenty (20), twenty-one (21), and twenty-two (22), in Block Six (6), Range "C" as laid down and described on the official map of said Town of Gold Hill, Storey County, State of Nevada. It being the intention of the parties of the first part to so transfer to said party of the second part all of their right, title and interest in all of the real estate, and water rights connected therewith, formerly owned by the late L. N. Washburn, deceased, at the time of his death. This property is also known as the Douglass, Foreman and Rappan Hill sites.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part and to his heirs and assigns forever.

In witness whereof, the said parties of the first part, have hereunto set their hands the day and year first above written.

Witness

Evelyn Paquin

Witness to signature of Charles H. Washburn,  
John F. Musig

Alfred K. Washburn

Charles H. Washburn

Lucie Goyette

Witness to signature of Lucie Goyette  
Blaise Knight and Vera Geddis  
Laelia Bruce

Blaise Knight

Vera Geddis

STATE OF ARIZONA

COUNTY OF PAVOENCE

On this, the 12nd day of May, A.D. 1927, personally appeared before me, James H. Kiernan, Notary Public, in and for said County, Alfred K. Washburn, known to me to be the person described in, and who executed, the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

James H. Kiernan

Notary Public 1925

My commission expires June 23, 1931.

STATE OF CALIFORNIA

County of Alameda

On this 16th day of May in the year One Thousand Nine Hundred and Thirty-seven before me Geo. J. Lugan, Jr., Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Charles H. Washburn, known to me to be the person described in, and who claims to be the subscriber to the within instrument, and he acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

My commission expires May 10, 1930.

Geo. J. Lugan, Jr., Notary Public

In and for said County of Alameda,  
State of California.

STATE OF CALIFORNIA,

County of Los Angeles,

On this 16 day of June 1927, before me L. J. SPANGLER, a Notary Public, in and for the State of California, residing therein, duly commissioned and sworn, personally appeared Lucie Goyette, Blaise Knight and Vera Geddis known to me to be the parties of the first part of the foregoing instrument, and they acknowledged to me that they executed the same.

day and year first above written.

Witness

Evelyn Bagnin  
Witness to signature of Charles H. Washburn,  
John E. Burt

Witness to signature of Lucie Goyette  
Eloise Knight and Vera Giddis  
Annelie Bruce

Alfred K. Washburn

Charles H. Washburn

Lucie Goyette

Eloise Knight

Vera Giddis

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

On this, the 22nd day of May, A.D. 1937, personally appeared before me, James H. Kiernan, Notary Public, in and for said County, Alfred K. Washburn, known to me to be the person described in, and who executed, the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

James H. Kiernan

Notary Public 1941

My commission expires June 30, 1941.

STATE OF CALIFORNIA

County of Alameda

On this 16th day of May in the year One Thousand Nine Hundred and Thirty-seven before me Geo. J. Lagan, Jr., Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Charles H. Washburn, known to me to be the person described in and who subscribed to the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

My commission expires May 10, 1940.

Geo. J. Lagan, Jr. Notary Public

In and for said County of Alameda,  
State of California.

STATE OF CALIFORNIA,

County of Los Angeles,

On this 14 day of June 1937, before me W. A. Northrup, a Notary Public, in and for said County in the State aforesaid, residing therein, duly commissioned and sworn, personally appeared Lucie Goyette, Eloise Knight and Vera Giddis known to me to be the persons described in and whose names are subscribed to the foregoing instrument and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

W. A. Northrup

Notary Public  
In and for Los Angeles County, in  
the State of California

My Commission expires May 7, 1938, Residence:  
Kinnabara, Calif.

Filed for record at request of Vincenzo Mariconi June 3, 1937 at 10 min. past 1 o'clock P. M.

P. J. Coover

Co. Recorder

By: - Annie M. Coover Deputy.

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uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this Certificate first above written.

SEAL

Ida deWerff  
Notary Public

My commission expires Jan. 19, 1943.

Filed for record at request of H. R. Cooke June 4, 1940 at 30 min. past 1 o'clock P. M.

August M. Casperson  
County Recorder.

*Book 62 Deeds Page 045*

File No. 13607

D E E D

THIS INDENTURE, made the 28th day of May, 1940, by and between VINCENZO MARICONI, of Silver City, Nevada, party of the first part, and DAYTON CONSOLIDATED MINES COMPANY, a Nevada corporation, party of the second part,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of TEN Dollars (\$10.00), lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all those certain pieces, parcels and tracts of land locate, situate and being in Storey County, Nevada, more particularly described as follows, to-wit:

Lots numbered 16, 17, 19, 20, 21, and 22, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

That the second party as a further consideration for this conveyance agrees to refrain from any act which would result in the flooding of Lot 15 while owned by first party herein and occupied by him as a residence.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand the day and year first above written.

Vincenzo Mariconi

(2)

land locate, situate and being in Storey County, Nevada, more particularly described as follows, to-wit:

Lots numbered 16, 17, 19, 20, 21, and 22, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

That the second party as a further consideration for this conveyance agrees to refrain from any act which would result in the flooding of Lot 15 while owned by first party herein and occupied by him as a residence.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand the day and year first above written.

Vincenzo Mariconi

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STATE OF NEVADA, )  
COUNTY OF Ormsby ) SS.

On this 28th day of May, 1940, personally appeared before me, the undersigned, a Notary Public in and for said County of Ormsby, VINCENZO MARICONI, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal at my office in the County of Ormsby, the day and year in this Certificate first above written.

E. W. Miller  
Notary Public in and for the County  
of Ormsby, State of Nevada.

My Commission Expires May 16-1941

SEAL

Filed for record at request of A. Jacobson June 4, 1940 at 15 min. past 4 o'clock P. M.

Charles M. Concom  
County Recorder.



known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Clotilde Maxwell  
Notary Public

My Commission Expires July  
14, 1962

Filed for Record at request of Springmeyer, Thompson & Dixon Sept. 19, 1959 at 55 min. past 11 o'clock A.M.

Edna J. Jones  
County Recorder

No. 25439

Documentary stamps in the amount of \$45.10 are affixed to the Deed recorded in Lyon County By: R. L. Holt, assistant Trust Officer First National Bank of Nevada

TRUSTEE'S DEED OF FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA, AS TRUSTEE UNDER DEED OF TRUST DATED APRIL 1, 1948 FOR DAYTON CONSOLIDATED MINES COMPANY, A NEVADA CORPORATION, TO DAYTON INSPIRATION GOLD CORP., A NEVADA CORPORATION.

WHEREAS, on April 1, 1948 Dayton Consolidated Mines Company, a Nevada corporation, made and executed a deed of trust, recorded in the Office of the County Recorder of Lyon County, Nevada, in Book "S" of Mortgages, at page 526, and further recorded in the records of the County Recorder of Storey County in Book "P" of Mortgages at page 252, both recordings of said County Recorders of the Counties of Lyon and Storey being July 1, 1948, and

WHEREAS, First National Bank of Nevada, Reno, Nevada, a national banking association having its principal place of business in Reno, Washoe County, Nevada, is named trustee in said deed of trust, and

WHEREAS, upon default of the terms of said deed of trust said First National Bank of Nevada, Reno, Nevada, as trustee, on April 22, 1959, recorded a notice of breach and default under said deed of trust and election to sell the property described in said deed of trust, which notice of breach and election to sell was recorded on April 22, 1959, in the Office of the County Recorder of Lyon County, Nevada, in Book "Z" of Mortgages at page 11 and on April 23, 1959 was recorded in the Office of the County Recorder of Storey County in Book "W" of P. of A. at page 5, and

WHEREAS, following thirty-five days from the recording of said notice of breach and default and intention to sell, First National Bank of Nevada gave notice of sale to be held on the courthouse steps of the Courthouse at Virginia City, Storey County, Nevada, at 2 p.m. on the 11th day of September 1959, which notice of sale was posted on the notice board in front of the Lyon County Courthouse at Yerington, Nevada, upon a notice board at the corner of Main Street north of the flower shop in Yerington, Lyon County, Nevada, and upon a notice board on the street south of the Courthouse in Yerington, Lyon County, Nevada, by the Sheriff of Lyon County, Nevada, and said trustee further caused said notice of sale to be posted on the Sheriff's Bulletin Board, Storey County Courthouse in Virginia City, Nevada, upon the Post Masters Bulletin Board, U.S. Post Office, Virginia City, Nevada, and at Dayton Consolidated Mines Shaft, Gold Hill, Nevada, by the Sheriff of Storey County, Nevada, and, further, said trustee caused publication of the notice of sale to be published in the Counties of Storey, Lyon and Washoe, Nevada, and in the City and County of San Francisco, California, and at Pittsburgh, Allegheny County, Pennsylvania, by publication as follows: On July 31, August 7, 14 and 21, 1951 in Pittsburgh Press at Pittsburgh, Allegheny County, Pennsylvania; for three times with first publication on July 31st and last publication on August 21, 1959 in the Mason Valley News at Yerington, Lyon County, Nevada; on July 31, August 7, 14 and 21, 1959

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in the Territorial Enterprise and Virginia City News in Virginia City, Storey County, Nevada; on August 3, 10, 17 and 24, 1959 in the Recorder in the City and County of San Francisco, State of California; and on July 31, August 7, 14 and 21, 1959 in the Nevada State Journal in Reno, Washoe County, Nevada, and

WHEREAS, at the time and place of sale, to wit, on September 11, 1959 at 2 p.m. on the front steps of the Courthouse at Virginia City, Storey County, Nevada, the highest bid received by the trustee was the sum of \$40,589.72 from Dayton Inspiration Gold Corp., a Nevada corporation, which the trustee declared as the highest bid, the trustee thereupon sold all right, title and interest of the trustee to said highest bidder and said sum of \$40,589.72 was then and there paid over to the trustee as consideration pursuant to the terms of the sale and in the manner provided as conditions of the sale,

NOW, THEREFORE, by virtue of the power of sale, authority, rights, and all powers in that certain deed of trust dated April 1, 1948 between Dayton Consolidated Mines Company, a Nevada corporation, and First National Bank of Nevada, Reno, Nevada, as trustee, the undersigned, First National Bank of Nevada, Reno, Nevada, hereby assigns, sets over, conveys, grants, sells and delivers, without any warranty, covenant or liability on the part of First National Bank of Nevada, Reno, Nevada, but without limitation as to any rights held by First National Bank of Nevada, as trustee under said deed of trust, all of the right, title and interest of First National Bank of Nevada, Reno, Nevada, in and to any of the following described real property or the personal property contained thereon, held by First National Bank of Nevada in its capacity as trustee under said deed of trust, to DAYTON INSPIRATION GOLD CORP., a Nevada corporation and to its successors and assigns forever, being all those certain patented and possessory mining claims and pieces and parcels of land hereinafter described, together with all other real estate, minerals, ores and personal property belonging to, connected with or arising out of said deed of trust of April 1, 1948 and standing in the name of First National Bank of Nevada as trustee, to wit:

A. The following locate, situate and being in the Gold Hill Mining District, Storey County, State of Nevada, and more particularly described as follows, to wit:

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27 and the West 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56 in Block 8, Range D, Gold Hill.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

135162

Above covered by Deed from JUSTICE GOLD AND SILVER MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated December 18, 1941, recorded in Book 62 of Deeds, Page 157, Records of Storey County, Nevada.

#### TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G, page 385, in the County Recorder's office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, page 56, Storey County, Nevada, Records.

Chonta (sometimes called the Front Lode), being U.S. Survey No. 117.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Above covered by Deed from the COMSTOCK KEYSTONE MINING COMPANY, a Nevada Corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated September 18, 1936, recorded in Book 62 of Deeds, Page 20, Records of Storey County, Nevada.

#### TRACT 3

Certain portions of the following described patented and unpatented Lode Mining Claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, Page 33, Storey County, Nevada, Records.

Alto 11 (possessory), the certificate of location of which is recorded in Book G, Page 34.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

ABOVE covered by Deed from CONSOLIDATED CHOLAR GOULD AND SAVAGE MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated June 17, 1947, recorded in Book 62 of Deeds, page 536, Records of Storey County, Nevada.

#### TRACT 4

Lots numbered 16, 17, 19, 20, 21 and 22 in Block 6 of Range C of Gold Hill Townsite, Storey County, Nevada.

ABOVE covered by Deed from VINCENZO MARICONI, of Silver City, Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated May 28, 1940, recorded in Book 62 of Deeds, Page 45, Records of Storey County, Nevada.

135163

Part of Lot Number 18 in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

ABOVE covered by Deed from VINCENZO MARICONI, of Silver City, Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated March 31, 1942, recorded in Book 62 of Deeds, Page 168, Records of Storey County, Nevada.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

#### TRACT 5

Guardian, (possessory), the certificate of location is recorded in Book G, page 575, Storey County, Nevada, Records.

Defender, (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector, (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King, (possessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

All of above possessory claims located by Dayton Consolidated Mines Company.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

B. The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particularly described as follows, to wit:

#### TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66.)

ABOVE covered by Deed from the HOBART ESTATE COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated October 10, 1933, recorded in Book 27 of Deeds, Page 427, Records of Lyon County, Nevada.

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

ABOVE covered by Deed from the KOSSUTH MINING COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated April 1, 1936, recorded in Book M of Mining Deeds, Page 466, Records of Lyon County, Nevada.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B Surveys, Page 105, Lyon County, Nevada, Records.

ABOVE covered by Deed from Naud Lee Flood (widow of James L. Flood, deceased), MARY EMMA FLOOD STERRINS (daughter of James L. Flood, deceased), and JAMES L. FLOOD (son of James L. Flood, deceased) to DAYTON CONSOLIDATED MINES COMPANY, dated October 22, 1934, recorded in Book M, of Mining Deeds Page 380, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B Surveys, Page 74, Lyon County, Nevada, Records.

ABOVE covered by Deed from LILY EHRHORN, TRUSTEE OF THE ALHAMBRA MINING COMPANY, to DAYTON CONSOLIDATED MINES COMPANY, dated June 15, 1934, recorded in Book N, of Mining Deeds, Page 579, Lyon County, Nevada, Records.



Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Vol. P of locations Page \_\_\_\_\_, Lyon County, Nevada, Records.

ABOVE covered by Deed from C.N. MILLER to DAYTON CONSOLIDATED MINES COMPANY, dated September 28, 1933, recorded in Book M, of mining deeds, Page 371, Lyon County, Nevada, Records.

Mt. Grizzly (possessory) the certificate of location is recorded in Vol. Q of locations, Page 425, Lyon County, Nevada, Records.

ABOVE covered by Deed from FRANK R. GORDON to DAYTON CONSOLIDATED MINES CO., dated September 24, 1934, recorded in Book M, of Mining Deeds, Page 378, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S, of Locations, Page 107, Lyon County, Nevada, Records. (This possessory mining claim located by Dayton Consolidated Mines Company)

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Covered by Deed from the Hobert Estate Company to Dayton Consolidated Mines Company, dated October 10, 1933, recorded in Book 27 of Deeds, Page 427, Lyon County, Nevada, Records.

Number 289, Covered by Deed from VIDA BOYLE AND ANNA F. LACROUTS to DAYTON CONSOLIDATED MINES COMPANY, dated November 24, 1934, recorded in Book 28 of Deeds, Page 193, Lyon County, Nevada, Records.

Numbers, 273-274 and 275, Covered by Deed from FRED BENNETTS to DAYTON CONSOLIDATED MINES COMPANY, dated December 13, 1934, recorded in Book 28 of Deeds, Page 320, Lyon County, Nevada, Records.

Number, 103 and known as "Eastern Slope Mill Site," covered by Deed from GEORGE FUERMAN to DAYTON CONSOLIDATED MINES COMPANY, dated November 30, 1934, recorded in Book 28 of Deeds, Page 194, Lyon County, Nevada, Records.

Numbers 101-102 and 133, Covered by Deed from GEORGE FUERMAN to DAYTON CONSOLIDATED MINES COMPANY, dated October 18, 1933, recorded in Book 27 of Deeds, Page 428, Lyon County, Nevada, Records.

Numbers 129-134-135-136 and 180, Covered by Deed for ANNA F. LACROUTS to DAYTON CONSOLIDATED MINES COMPANY, dated April 6, 1934, recorded in Book 28 of Deeds, Page 192, Lyon County, Nevada, Records.

Part of Lot 104 and all of Lot 286, Covered by Deed from MARY E. RONHAM and LAURA F. GREELEY to DAYTON CONSOLIDATED MINES COMPANY, dated December 4, 1933, recorded in Book 27 of Deeds, Page 477, Lyon County, Nevada, Records.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

#### TRACT 7

Oest Mining Claim, U.S. Survey No. 149 (patented)

Comet North Extension Mining Claim, U.S. Survey No. 150, (patented) recorded in Book M of Deeds, Page 327, Lyon County, Nevada, Records.

Comet Lode Mining Claim, U.S. Survey No. 123 (patented), recorded in Book M of Mining Deeds, Page 55, Lyon County, Nevada, Records.

Lanzao Mining Claim, U.S. Survey No. 133, (patented), recorded in Book M of Mining Deeds,

135165

Book 64  
Page 343

Page 65, Lyon County, Nevada, Records.

Northern Bell Mining Claim, U.S. Survey No. 158 (patented), recorded in Book M of Mining Deeds, Page 59, Lyon County, Nevada, Records.

Northern Bell No. 2 Mining Claim, U.S. Survey No. 151, (patented) recorded in Book M of Mining Deeds, Page 63, Lyon County, Nevada, Records.

Golden Eagle Mining Claim, U.S. Survey No. 157 (patented) recorded in Book M of Mining Deeds, Page 57, Lyon County, Nevada, Records.

Brodek Mining Claim, U.S. Survey No. 1703 (patented), recorded in Book M of Mining Deeds, Page 61, Lyon County, Nevada, Records.

Great Republic Mining Claim (possessory), recorded in Vol. A of Locations, Page 76, Lyon County, Nevada, Records.

Lilly Mining Claim (possessory) recorded in Vol. O of Locations, Page 635, Lyon County, Nevada, Records.

Bandy Mining Claim (possessory) recorded in Vol. O of Locations, Page 634, Lyon County, Nevada, Records.

Homer Mining Claim (possessory) recorded in Vol. P of Locations, Page 187, Lyon County, Nevada, Records.

ALL above claims covered by Deed from CLARA I. BOWEN to DAYTON CONSOLIDATED MINES COMPANY, dated November 15, 1943, recorded in Book N of Mining Deeds, Page 187, Lyon County, Nevada, Records.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

ALSO all other real estate, minerals, ores, (in place or severed, and proceeds from the sale thereof, if severed) and interests in and appurtenant to the same belonging to the Company on the date of the Deed of Trust, also all other real estate, minerals (in place or severed, and proceeds from the sale thereof, if severed) and interests in and appurtenant to the same.

ALSO all mines, mills, plants, buildings, offices, furnaces, forges, tipples, shafts, fixtures, power plants, pumping plants, boiler houses, engine houses, engines, boilers, machinery, belting, cables, shafting, mine cars, cranes, bridges, ovens, tanks, cupulos, machine shops, industrial tanks, railroad rails, railroad tracts, and sidings, switches, elevators, conveyors, binna, pipes and fittings, diamond drills, drills of every description, scales, tools of every description owned or acquired by the Company and which now are or may be situated upon a part of or appurtenant to any of the lands and properties subject to the Deed of Trust.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainder, rents, issues and profits thereof.

TO HAVE AND TO HOLD unto DAYTON INSPIRATION GOLD CORP., a Nevada corporation, as grantee, and to its successors and assigns, forever.

PROVIDED, ALWAYS, that this deed shall be construed as a quitclaim deed of all the right, title and interest of First National Bank of Nevada, Reno, Nevada, as trustee, and this conveyance shall be and is subject to all encumbrances, liens and taxes of record.

IN WITNESS WHEREOF, the trustee, by and through its duly qualified and authorized officers, has caused this deed to be executed this 15th day of September 1959.

135166

FIRST NATIONAL BANK OF NEVADA,  
RENO, NEVADA, AS TRUSTEE FOR  
DAYTON CONSOLIDATED MINES COMPANY,  
A NEVADA CORPORATION.

(SEAL)

By R.O. Kwadil  
Its Vice Pres. & Sr. Tr Officer

By R.L. Holt  
Its Assistant Trust Officer

STATE OF NEVADA }  
COUNTY OF WASHOE } ss.

On this 15th day of September A.D. one thousand nine hundred and fifty-nine personally appeared before me, E.R. Vacchina, a Notary Public in and for said County of Washoe, R.O. KWAPIL known to me to be the Vice Pres. & Sr. Trust Officer of the corporation that executed the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of Washoe the day and year in this certificate first above written.

(SEAL)

My commission expires:  
Nov. 20, 1960

E.R. Vacchina  
Notary Public in and for the  
County of Washoe, State of Nevada

Filed for Record at request of First National Bank of Nevada Sept. 25, 1959 at 5 min. past 11 o'clock A.M.

Book 64 Pages 338-344

E. J. James  
County Recorder

No. 25451

THIS INDENTURE made this 7 day of August A. D. 1901 between E. B. McEligue of Silver City Lyon County Nevada the party of the first part and Catherine McEligue of the same place the party of the second part

WITNESSETH: That the said party of the first part for and in consideration of the love and affection which the said party of the first part has and bears unto the said party of the second part as also for the better maintenance support protection and livelihood of the said party of the second part does by these presents give, grant, alien and confirm unto the said party of the second part and to her heirs and assigns forever all those certain lots pieces or parcels of land situate lying and being in the town of Silver City County of Lyon, State of Nevada and bounded and particularly described as follows, to-wit:

That certain lot of land upon which is situate the residence now occupied by said first party and family in said Silver City the same being situate on the west side of Main Street thereof and having a frontage thereon of seventy five feet more or less also a lot of land on Main Street (the east side) in Silver City Nevada together with the barn thereon, on the south side of Winn & Armstrongs barn and stable said land and barn having formerly been the property of James Landry and Rose M. Landry his wife, also that certain house and lot situate lying and being on the east side of Main Street in said town of Silver City Lyon County, Nevada, opposite the residence of said grantor and formerly known as the property of Thomas C. Ford, also all my right title and interest in the Cop Gold and Silver Mining Claim which is a relocation of the Ford Mining Claim and is situate in the Devils Gate & Chinatown Mining District, State of Nevada, also an undivided one half interest in

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NOTICE OF OPTION  
TO PURCHASE

NOTICE is hereby given that the undersigned Minerals Engineering Company, 508 Security Building, 650 Seventeenth Street, Denver, Colorado 80202 ("MECO"), individually and as general partner of Western Gold Ventures, Ltd., a Colorado limited partnership, has granted Houston Oil & Minerals Corporation, 242 The Main Building, 112 Main Street, Houston, Texas 77002 ("Houston") an exclusive option to purchase all of MECO's property, real and personal, tangible and intangible, including but not limited to, fee lands, water rights, mining leases, easements, options, agreements, partnerships, licenses, rights-of-way, tunnel sites, and patented and unpatented mining claims located in Storey and Lyon Counties, Nevada, most of which is located in Sections 31 and 32, Township 17 North, Range 21 East, Sections 4, 5, 6, 7, 8, and 9, Township 16 North, Range 21 East, and Sections 1 and 12, Township 16 North, Range 20 East.

1. Conditions. The option is subject to the terms and conditions of an Agreement between the parties of even date herewith.

2. Term. The term of the option commences on the date hereof and expires upon the occurrence of certain events, but no later than January 1, 1978.

3. Information. Information concerning the option may be obtained from:

Houston Oil & Minerals Corporation  
408 Rollnick Building  
222 Milwaukee Street  
Denver, Colorado 80206  
Attention: C. Phillips Purdy, Jr.  
Manager, Minerals Exploration

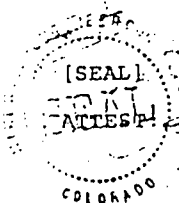
with a copy to:

Minerals Engineering Company  
Security Building, Suite 508  
650 Seventeenth Street  
De Denver, Colorado 80202  
Attention: Anton G. Foust, President

IN WITNESS WHEREOF, MECO has set its hand and seal as of the 30th day of November, 1976:

MINERALS ENGINEERING COMPANY  
Individually and as general  
partner of Western Gold Ventures, Ltd.

by Anton G. Foust  
President



State of Colorado

City and County of Denver

Secretary

Filed for Record at Request of Rodney D. Knutson  
Dec. 8, 1976 at 2:00 Min's. Past 1:00'clock A.M.

Recorded in Book 5 of Official Records

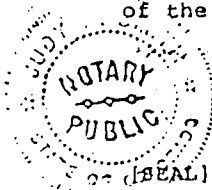
Page 604 Storey County, Nevada

By [Signature] Storey County Recorder

By [Signature] Deputy

File No. 39928 Fee \$3.00 pd.

The foregoing instrument was acknowledged before me this 3rd day of December, 1976 by A. G. Foust, President, and Corn B. [Signature], Secretary of Minerals Engineering Company, a Colorado corporation, on behalf of the corporation.



My Commission expires: July 31, 1980

Judy A. Smith  
Notary Public

BOOK 5- PAGE 604



## STOREY COUNTY

NOTICE OF OPTION  
TO PURCHASE

NOTICE is hereby given that the undersigned Minerals Engineering Company, 508 Security Building, 650 Seventeenth Street, Denver, Colorado 80202 ("MECO"), individually and as general partner of Western Gold Ventures, Ltd., a Colorado limited partnership, has granted Houston Oil & Minerals Corporation, 242 The Main Building, 112 Main Street, Houston, Texas 77002 ("Houston") an exclusive option to purchase all of MECO's property, real and personal, tangible and intangible, including but not limited to, fee lands, water rights, mining leases, easements, options, agreements, partnerships, licenses, rights-of-way, tunnel sites, and patented and unpatented mining claims located in Storey and Lyon Counties, Nevada, most of which is located in Sections 31 and 32, Township 17 North, Range 21 East, Sections 4, 5, 6, 7, 8, and 9, Township 16 North, Range 21 East, and Sections 1 and 12, Township 16 North, Range 20 East.

1. Conditions. The option is subject to the terms and conditions of an Agreement between the parties of even date herewith.

2. Term. The term of the option commences on the date hereof and expires upon the occurrence of certain events, but no later than January 1, 1978.

3. Information. Information concerning the option may be obtained from:

Houston Oil & Minerals Corporation  
408 Rollnick Building  
222 Milwaukee Street  
Denver, Colorado 80206  
Attention: C. Phillips Purdy, Jr.  
Manager, Minerals Exploration

with a copy to:

Minerals Engineering Company  
Security Building, Suite 508  
650 Seventeenth Street  
De Denver, Colorado 80202  
Attention: Anton G. Foust, President

IN WITNESS WHEREOF, MECO has set its hand and seal as of the 30th day of November, 1976:

MINERALS ENGINEERING COMPANY  
Individually and as general  
partner of Western Gold Ventures, Ltd.

by Anton G. Foust  
President

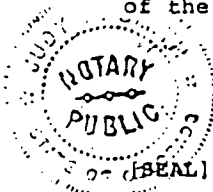


State of Colorado  
City and County of Denver

Secretary

Filed for Record at Request of Rodney D. Knutson  
Dec. 8, 1976 at 2:00 Min's. Past 12:00'clock P.M.  
Recorded in Book 5 of Official Records  
Page 604 Storey County, Nevada  
Ray Edgar Storey County Recorder  
By \_\_\_\_\_ Deputy  
File No. 39928 Fee \$ 3.00 pd.

The foregoing instrument was acknowledged before me this  
3rd day of December, 1976 by A. G. Foust  
President, and John B. Orr Secretary  
of Minerals Engineering Company, a Colorado corporation, on behalf  
of the corporation.



My Commission expires: July 31, 1980

Judy A. Smith  
Notary Public

BOOK 5- PAGE 604

STOREY COUNTY

GENERAL DEED AND ASSIGNMENT

DEED AND ASSIGNMENT made as of the 7th day of January 1977, between MINERALS ENGINEERING COMPANY, Suite 1055, 950 Seventeenth Street, Denver, Colorado 80202 ("MECO"), individually and as both a limited partner and the general partner of Western Gold Ventures, Ltd., a Colorado limited partnership, grantor, and HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation with offices at 222 Milwaukee Street, Denver, Colorado 80206 ("HOM"), the grantee.

WITNESSETH, that MECO, for and in consideration of ten dollars (\$10) in hand paid by HOM and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, confirm, assign, and set over unto HOM, its successors and assigns, all of MECO's right, title, and interests in its property, real and personal, tangible and intangible, including but not limited to, fee lands, water rights, mining leases, easements, options, agreements, partnerships, licenses, rights-of-way, tunnel sites, and patented and unpatented mining claims in Storey and Lyon Counties, Nevada (the "Property"), including all obligations pertaining thereto from the date of this Agreement. Most, but not necessarily all, of the Property is located in Sections 3, 4, 5, 6, 7, 8, 9, 16, and 17, Township 16 North, Range 21 East; Sections 1 and 12, Township 16 North, Range 20 East; and Sections 20, 21, 28, 29, 31, 32, 33, and 34, Township 17 North, Range 21 East. Without limiting the foregoing, the Property includes, but is not limited to: (i) MECO's limited partnership interests; (ii) any and all assets and interests in the limited partnership that MECO can legally convey to HOM (including MECO's right to profits and distribution of assets); and, (iii) MECO's general partnership interests. MECO specifically excludes only a debt that Western Gold Ventures, Ltd., now owes to MECO, which debt is \$201,412.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ore, gold and silver-bearing quartz, rock, and earth therein; and all the rights, privileges, and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and also all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, and the rents, issues, and profits thereof; and also all the right, estate, title, interests, property, possession, claim, and demand whatsoever, as well in law as in equity, of MECO, of, in, or to the Property and every part and parcel thereof, with the appurtenances;

RESERVING, however, unto MECO a Carried Net Profits interest in the Property, such Carried Net Profits interest to be calculated in the manner set forth in a certain letter agreement between the parties dated November 30, 1976.

MECO WARRANTS the Property as stated in that certain letter agreement between the parties dated November 30, 1976, as of the date hereof.

TO HAVE AND TO HOLD the Property above-bargained and described, with the appurtenances, unto HOM, its successors and assigns, forever.

Documentary Transfer Tax

- ☐ Computed on full value of property conveyed; or  
☐ Computed on full value less liens and encumbrances remaining thereon at time of transfer.

Under penalty of perjury:

*[Signature]*  
 Signature of declarant or agent  
 determining tax-firm name.

V-12

BOOK 9- PAGE 444

STOREY COUNTY

IN WITNESS WHEREOF, MECO has hereunto set its hand  
and seal as of the day and year first above written.

MINERALS ENGINEERING COMPANY

By A. G. Foust  
A. G. Foust  
President

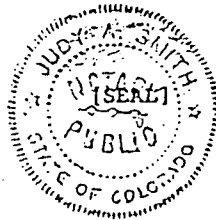


ATTEST: [Signature]  
Secretary

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER ) SS.

The foregoing instrument was acknowledged before  
me this 13th day of January 1978, by A. G. Foust, President  
of Minerals Engineering Company, a Colorado corporation,  
on behalf of the corporation.

My commission expires: July 21, 1980



Judy A. Smith  
Notary Public

Filed for Record at Request of Rodney D. Knutson  
February 17, 1978 at 5:21 Min's. Past 4:00 clock, P.M. Danson, Neal, Hanson, Knutson  
Recorded in Book 9 of Official Records  
Page 444 + 445 Storey County, Nevada  
[Signature] Storey County Recorder  
By \_\_\_\_\_ Deputy  
File No. 41562 Fee \$4.00

135171

ASSIGNMENT OF MINING LEASES  
AND OPTIONS TO PURCHASE

This assignment, effective as of the 7th day of January 1977, is between MINERALS ENGINEERING COMPANY, a Colorado corporation, with offices at Suite 1055, 950 Seventeenth Street, Denver, Colorado 80202 ("MECO"), individually, and as both a limited partner and the general partner of Western Gold Ventures, Ltd., a Colorado limited partnership ("Western Gold"), and HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation, with offices at 222 Milwaukee Street, Denver, Colorado 80206 ("HOM").

WHEREAS, MECO has various interests in the documents described on Exhibit A attached hereto and by this reference made a part hereof (the "Property"), which is held for the benefit of Western Gold;

WHEREAS, the Property was part of the assets contributed to Western Gold by MECO as general partner; and

WHEREAS, HOM is now the general partner of Western Gold; and

WHEREAS, MECO desires to assign the Property to HOM, to be held for the benefit of Western Gold;

NOW, THEREFORE, for and in consideration of \$10 in hand paid by HOM, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MECO has granted, bargained, sold, conveyed, confirmed, and assigned, and by these presents does grant, bargain, sell, convey, confirm, assign, and set over unto HOM, its successors and assigns, all of MECO's right, title, and interest in the Property, including all obligations pertaining thereto from the date of this agreement, which Property is to be held for the benefit of Western Gold, whether real or personal, tangible or intangible, including, but not limited to, fee lands, mining leases, and patented and unpatented mining claims. Without limiting the foregoing, the Property includes, but is not limited to: (1) MECO's limited partnership interests; (2) any and all assets and interests in the limited partnership that MECO can legally convey to HOM (including MECO's right to profits and distribution of assets); and (3) MECO's general partnership interests. MECO specifically excludes only a debt that Western Gold Ventures, Ltd., now owes to MECO, which debt is \$201,412;

RESERVING, however, unto MECO a Carried Net Profits interest in the Property, such Carried Net Profits interest to be calculated in the manner set forth in the certain letter agreement between the parties dated November 30, 1976;

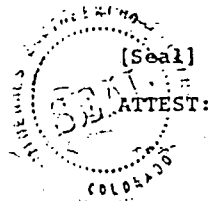
MECO WARRANTS the Property as stated in that certain letter agreement between the parties dated November 30, 1976, as of the date hereof;

TO HAVE AND TO HOLD the Property above-bargained and described, with the appurtenances, unto HOM, its successors and assigns, forever.

IN WITNESS WHEREOF, MECO has hereunto set its hand  
and seal as of the day and year first above written.

MINERALS ENGINEERING COMPANY

By A. G. Foust  
A. G. Foust  
President



[Seal]

ATTEST:

[Signature]  
Secretary

STATE OF COLORADO

CITY AND COUNTY OF DENVER

)  
) SS.  
)

The foregoing instrument was acknowledged before  
me this 13th day of January 1978, by A. G. Foust, President  
of Minerals Engineering Company, a Colorado corporation, on  
behalf of the corporation.

My commission expires:

July 31, 1980



Judith A. Smith  
Notary Public

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EXHIBIT A  
TO  
ASSIGNMENT OF MINING LEASES  
AND OPTIONS TO PURCHASE

Storey and Lyon Counties, Nevada

1. Mining Lease and Option to Purchase by and between S. Stuyvesant Fish and Kathleen K. Rawlings, as Lessor, and Union Pacific Railroad Company, Joseph R. Neaves, Jr., and Gordon Neaves, Lessees, dated May 1, 1968.
2. Mining Lease and Option between Dayton Inspiration Gold Corporation, as Lessor and R. W. de la Mare and Dickie de la Mare dated December 1, 1968, as the same may have been amended from time to time.
3. Mining Lease and Option to Purchase by and between Sutro Tunnel Coalition, Inc., as Lessor, and Union Pacific Railroad Company, Joseph R. Neaves, Jr., and Gordon Neaves, Lessees, dated January 1, 1968, as amended.
4. Assignment of Mining Leases and Options to Purchase between Union Pacific Mining Corporation and Pacific Resources, Inc. as the Assignors and Minerals Engineering Company, as Assignee, dated June 7, 1973.
5. Mining Lease and Option to Purchase by and between James A. Obester and Dorothy Obester, and William G. Obester (the Lessor) and Minerals Engineering Company (the Lessee), dated May 3, 1973.
6. Mining Lease and Option to Purchase by and between James A. Obester and Dorothy Obester (the Lessors) and Minerals Engineering Company (the Lessee), dated May 8, 1973.
7. Assignment of Mining Lease and Option by and between R. W. de la Mare and Dickie de la Mare as the Assignors and Minerals Engineering Company as Assignee, dated July 21, 1973, as amended.
8. Mining Lease by and between Comstock Tunnel and Drainage Company (the Lessor) and Minerals Engineering Company (the Lessee) dated April 1, 1975.
9. Mining Lease and Option to Purchase by and between Orville G. Tigerman and Arnold B. Casey (the Lessors) and Minerals Engineering Company (the Lessee), dated November 26, 1974.

Filed for Record at Request of Robley D. Knutson  
Delmar, Nagel, Sherman & Homan  
 Feb 17 1978 at 5:11 P.M. Past 4 o'clock P.M.  
 Recorded in Book 9 of Official Records  
 Page 446-447-448 Storey County, Nevada  
By [Signature] Storey County Recorder  
 By [Signature] Deputy  
 File No. 41563 Fee \$5.00

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BOOK 9, PAGE 448

minerals  engineering companycolorado state bank building • suite 2180  
denver, colorado 80202 • (303) 661-1025

June 10, 1976

Mr. R. W. de la Mare  
1604 Pyrenees  
Carson City, Nev. 89701

Dear Mr. de la Mare:

Pursuant to a meeting you had with Charles E. Melbye Tuesday, April 13th, we wish to confirm the revisions agreed upon to the Assignment of Mining Lease and Option, dated July 21, 1973.

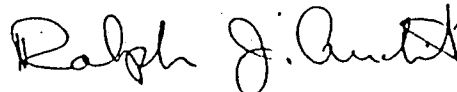
Paragraph 2.2(c)(2) is changed to provide for the payment of \$750.00 per month for the term of the lease. In other words, the change agreed to in our letter to you of December 10, 1975 is hereby canceled and the balance due on February 21 of \$3,750 is also canceled. All other terms remain the same.

You have received our check for \$1,500.00 to cover the March and April 21st payments.

If the above correctly sets forth our understanding, please sign one copy of this letter and return for our file.

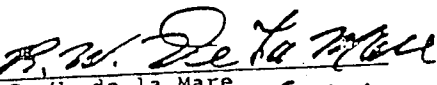
Very truly yours,

MINERALS ENGINEERING COMPANY

Ralph J. Anctil  
Exploration Manager

RJA/bd

Agreed:

  
R. W. de la Mare

Date:

June 12, 1976

Filed for Record at Request of Houston Oil Minerals Corp.  
March 9, 1977 at 4:49 Min's. Past 10 o'clock P.M.  
Recorded in Book 6 of Official Records  
Page 372 Storey County, Nevada  
By Deputy Storey County Recorder  
File No. 40229 Fee \$3.00

Book 6 - page 372

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AMENDMENT TO MINING LEASE AND OPTION  
ON CERTAIN PROPERTIES IN STOREY AND LYON COUNTIES, NEVADA

This Agreement made on January 17, 1977, between Dayton Inspiration Gold Corporation ("Lessor") and Minerals Engineering Company ("MECO").

WHEREAS, under date of December 1, 1968, Lessor and R. W. and Dickie De La Mare ("Lessees") entered into a Mining Lease and Option on certain properties in Storey and Lyon Counties, Nevada, herein called the "Mining Lease," and

WHEREAS, by a certain Assignment of Mining Lease and Option dated July 21, 1973, the Lessees assigned their right, title, and interest in the Mining Lease to MECO, and

WHEREAS, the parties hereto desire to amend the Mining Lease in certain particulars,

NOW, THEREFORE, it is agreed as follows:

1. Paragraph 2 of the Mining Lease is amended such that the purchase price applicable to the option to purchase is increased from ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000) to TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000). The option price stated herein shall be reduced by the sum of any payments made in accordance with subparagraphs D or E of this paragraph, provided that once payments made in accordance with subparagraphs D and E of this paragraph have reached the sum of One Hundred and Seventy-Five Thousand Dollars (\$175,000), no payments made in accordance with subparagraph D (the minimum royalty payments) shall further reduce the option price.

2. Subparagraph E of paragraph 2 of the Mining Lease is hereby amended in its entirety to read as follows:

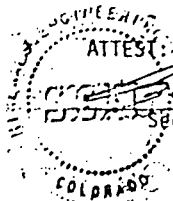
A royalty of Two and One-Half Percent (2½%) of the net smelter receipts, if said Two and One-Half Percent (2½%) is greater than the minimum payments set forth in Item D above. Lessor shall be furnished duplicate mint memoranda or smelter settlement sheets or other evidences of such sale."

3. The parties further agree that all other clauses and provisions of the Mining Lease dated December 1, 1968 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of January 17, 1977.

ATTEST:

W. James D. [Signature]  
Secretary



DAYTON INSPIRATION GOLD CORPORATION

By Burton H. [Signature]  
Vice-President

MINERALS ENGINEERING COMPANY

By Al [Signature]  
President



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CONSENTED TO this 14 day of Jan., 1977

R. W. De La Mare  
R. W. De La Mare

Deceased  
Dickie De La Mare

STATE OF Ore. } ss.  
COUNTY OF Multnomah

On the 7<sup>th</sup> day of Jan., 1977, personally appeared before me, a notary public Barton W. Onstine, and Warner Onstine, who are the Vice Pres. & Sec., and Secretary of Dayton Inspiration Gold Corporation, and who acknowledged that they executed the above Amendment to Mining Lease and Option on Certain Properties in Storey and Lyon Counties, Nevada.



Witness my hand and official seal.

Gordon B. Young  
Notary Public

My commission expires: 12-10-79

STATE OF Colorado } ss.  
COUNTY OF Denver

On the 14<sup>th</sup> day of January, 1977, personally appeared before me, a notary public, A. G. Foust and John B. Carruthers, who are the President and Secretary of Minerals Engineering Company, and who acknowledged that they executed the above Amendment to Mining Lease and Option on Certain Properties in Storey and Lyon Counties, Nevada.

Witness my hand and official seal.

Judy A. Smith  
Notary Public

My commission expires: July 21, 1980



Filed for Record at Request of Dayton Inspiration Gold Corp.  
March 9, 1977 at 5:00 Min's. Past 12:00 clock P.M.  
Recorded in Book 6 of Official Records  
Page 373 & 374 Storey County, Nevada  
By [Signature] Storey County Recorder.  
By [Signature] Deputy  
File No. 40230 Fact & Op. -2-

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STOREY COUNTY

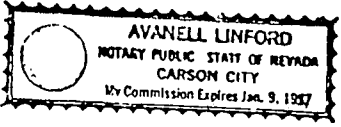
DA }  
ON CITY } ss.

On the 14th day of January, 1977, personally  
me, a notary public, R. W. De La Mare and Dickie De La  
wledged that they executed the above Amendment to Mining  
on on Certain Properties in Storey and Lyon Counties,

Witness my hand and official seal.

*Avanell Linford*  
Notary Public

My Commission Expires:  
9, 1981





## Dayton-Inspiration Gold Corporation



P. O. Box 487  
 Portland, Oregon 97207

September 24, 1977

Rod W. DeLeMare  
 1604 Pyrenees  
 Carson City, Nevada

Re: Mining Lease and Option dated  
 12-1-68 between Dayton and  
 R. W. DeLeMare and wife.

Dear Mr. DeLeMare:

Paragraph 1 and 2 of the above lease and option provide that the property may be purchased on or before November 30, 1978 for \$175,000.00 less any monthly payments made during the period of 12-1-68 to 11-30-78. January 17, 1977 Dayton and Minerals Engineering Company (the assignee of the above lease and option) entered into an amendment to the above lease which provided that the purchase price would be \$225,000.00 for the consideration that Dayton would reduce the 5% royalty due under Paragraph 2 E to 2½%. All other clauses and provisions of the above lease to remain in full force and effect.

You have requested an extension of the final payment date as stated above, in the event the present assignee of the lease option (Houston Oil and Minerals Company) elects not to exercise the above purchase option and gives notice of cancellation on or before November 30, 1978.

The Board of Directors have reviewed your request and will grant an extension of the above lease and purchase option and amendment thereto on the following terms.

1. The end purchase price of \$225,000.00 less applicable minimum monthly payments will be extended one year and the minimum monthly payments due under Paragraph 2 (d) shall be the sum of \$1,000.00 per month.
2. A further extension of 1 year and the minimum monthly payment shall be the sum of \$1,250.00 per month and a further extension of the original lease and amendment for a period of 3 years and the minimum monthly payment increasing \$250.00 per month each year. I. E. 1979- \$1,000.00 minimum monthly payment; 1980 \$1,250.00 minimum monthly payment; 1981 \$1,500.00 minimum monthly payment; 1982 \$1,750.00 minimum monthly payment and 1983 \$2,000.00 minimum monthly payment.

All other clauses and provisions of the Lease Option dated 12-1-68 and Amendment dated 1-17-77 shall remain in full force and effect.

Yours very truly,

Dayton Inspiration Gold Corporation

By Warner Austin  
 Secretary

Book 8 Page 393



STOREY COUNTY

Filed for Record at Request of Red W. DeLo Mare  
Oct-14-1977 at 30 Min's. Past 1 o'clock P.M.  
Recorded in Book 8 of Official Records  
Page 393-394 Storey County, Nevada  
Inez Salazar Storey County Recorder  
By Mary Jane Rull Deputy  
File No. 41089 4.00 fee Paid

Book 8 Page 394



HOUSTON OIL &amp; MINERALS CORPORATION

R. W. DeLaMare  
1604 Pyrenees  
Carson City, Nevada 89701

Re: Virginia City (Comstock)  
Lyon & Storey Counties, Nevada  
Lease # 77-III-1

Dear Mr. DeLaMare:

Enclosed please find our check No. 24940 in the amount of \$750.00 covering monthly advance royalty for September, 1977 under our lease # 77-III-1 dated December 1, 1968.

Please acknowledge receipt of this payment by signing and returning one copy of this letter in the envelope provided.

Filed for Record at Request of Red W. DeLaMare  
Oct-14-1977 at 3:11 P.M. Part 3 o'clock P.M.  
Recorded in Book 8 of Official Records  
Page 395 Storey County, Nevada  
By Mary Jane Rule Storey County Recorder  
Deputy  
File No. 1rm 41090 3.00 Fee (Rl.)

Very truly yours,

HOUSTON OIL & MINERALS CORPORATION

Robert D. Bocher  
Robert D. Bocher

cc: Rox Edgar - Denver Office

Receipt of the above described payment is acknowledged this \_\_\_\_\_ day of \_\_\_\_\_ 197\_\_.

DEAR SIRs :

The lease you refer to above became null and void when Mineral Engineering

R. W. DeLaMare  
re-assigned their lease to Huston Oil without both my permission and Mr. Onstine's. Mr. Onstine just informed me that he has been accepting your checks but as long as I haven't accepted One, it will be up to me whether you get back in or not. We knew nothing about the Dec. 1, 1976 agreement until we read about it in the Mining Record sometime in Jan. 1977.  
Sincerely,

R. W. DeLaMare

242 THE MAIN BUILDING □ 1212 MAIN, HOUSTON, TEXAS 77002 □ 713-651-3800

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CONFIRMATION, RATIFICATION, AND AMENDMENT

OF

ASSIGNMENT OF MINING LEASE AND OPTION

AGREEMENT made as of the 21st day of March 1978, by and between R. W. De La Mare, a single man (hereinafter referred to as "De La Mare"), and Houston Oil & Minerals Corporation, a Nevada corporation (hereinafter referred to as "Houston").

RECITALS

A. R. W. De La Mare and Dickie De La Mare, husband and wife (hereinafter referred to as the "Assignors"), were the lessees of a certain Mining Lease and Option dated December 1, 1968, from Dayton-Inspiration Gold Corporation covering lands in Storey and Lyon Counties, Nevada (hereinafter referred to as the "Mining Lease and Option").

B. R. W. De La Mare is the sole heir and assign of Dickie De La Mare.

C. R. W. De La Mare and Dickie De La Mare executed an Assignment of Mining Lease and Option dated July 21, 1973 (hereinafter referred to as the "Assignment"), wherein they assigned the Mining Lease and Option to Minerals Engineering Company, a Colorado corporation (hereinafter referred to as "MECO").

D. MECO has transferred and assigned its interest in the Mining Lease and Option and in the Assignment to Western Gold Ventures, Ltd., a Colorado limited partnership (hereinafter referred to as "Western Gold") and to Houston.

E. Houston is the substitute General Partner of Western Gold and holds the Mining Lease and Option for the benefit of Western Gold.

F. De La Mare and MECO amended the Assignment from time-to-time, so that the precise terms of the Assignment, as amended, are now contained in numerous written instruments.

G. A dispute has arisen with respect to the parties' obligations contained in the Assignment, but the parties have now agreed to resolve that dispute.

H. The parties have agreed to confirm, ratify, and amend the Assignment and to restate the agreement between them in its entirety.

NOW THEREFORE, for \$10,000 in hand paid by Houston to De La Mare and the work commitment stated herein, the receipt and sufficiency of which is hereby admitted and acknowledged, the parties agree as follows:

I. SETTLEMENT OF CLAIMS; RATIFICATION

1.1. De La Mare agrees and confirms that Houston and its predecessors in interest have paid to De La Mare all sums which De La Mare is entitled to receive under the Assignment, as it has been amended from time to time, whether such sums were owed by MECO, Western Gold, or Houston. It is the intention of the parties to this Agreement to settle, release, and discharge all of the claims which De La Mare has asserted or which De La Mare could have asserted in any dispute and in any litigation arising out of the Assignment, as

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amended, and any and all other obligations of any nature whatsoever, whether or not asserted and whether or not known, which De La Mare has against MECO, Western Gold, or Houston, or which De La Mare has at any time had against MECO, Western Gold, or Houston, their officers, agents, and employees arising out of the Assignment until the date of the signing of this Agreement.

De La Mare does hereby release, acquit, and forever discharge MECO, Western Gold, and Houston, their officers, agents, employees and servants, and their successors and assigns, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses, and compensation which De La Mare may now have or may hereafter have on account of or arising out of any matter or thing that has happened, developed, or occurred, whether known or unknown, with respect to the Premises or the Assignment until the date of this Agreement. The foregoing release is executed in conjunction with the settlement of claims that heretofore have been asserted by De La Mare, but this release is intended to release not only claims made or which might have been made in any litigation, but any and all claims of any kind or nature including any and all manner of actions, causes of action, suits, rights, debts, dues, covenants, liabilities, contracts, promises, trespasses, damages, controversies, claims, and demands whatsoever, in law or in equity, which De La Mare has ever had or may have, known or unknown, arising out of any event, occurrence, or transaction prior to the date of execution of this Agreement, against MECO, Western Gold, Houston, their officers, agents, employees and servants, and their successors, assigns, heirs, executors, and administrators.

1.2. De La Mare hereby confirms and ratifies the Assignment, as amended and restated herein.

## II. THE PREMISES

2.1. The Assignors were the owners of the following Mining Lease and Option that was assigned to MECO by the Assignment:

Lessor:	Dayton Inspiration Gold Corporation, a Nevada corporation
Lessee:	R. W. De La Mare and Dickie De La Mare
Date:	December 1, 1968
Lands Covered:	Those lands and claims located in Storey and Lyon Counties, Nevada, which are described in Schedule A attached hereto and by this refer- ence made a part hereof.

2.2. The Assignors represented to MECO, and De La Mare hereby represents to Houston, that the Mining Lease and Option was a valid and subsisting lease in accordance with the terms thereof and that the obligations of the lessees named therein were fully performed prior to the date of the Assignment.

2.3. The Assignors warranted to MECO, and De La Mare hereby represents and warrants to Houston, that prior to the date of the Assignment the payments provided for in the Mining Lease and Option were paid as provided therein, and that all covenants required to be performed by Assignors were performed by them.

## III. ASSIGNMENT

3.1. The Assignors did grant, assign, and convey to MECO, and De La Mare does hereby grant, assign, and convey unto Houston all right, title, and interest in the Mining Lease and Option, together

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with the option to purchase contained in the Mining Lease and Option, subject to the payment of the consideration specified in Paragraph 3.2 below, the work commitment stated in Paragraph 4.1 below, and the reservation of overriding royalty interest contained herein.

3.2. Houston shall pay to De La Mare the following:

(a) The sum previously stated as consideration, the receipt of which is hereby acknowledged by De La Mare;

(b) Minimum royalties in the following amounts:

(1) The sum of \$2,000 per month for a period of ten (10) months, the first payment to be paid on the date hereof and the remaining nine (9) payments to be made one each month during the next ensuing nine (9) months following the first payment or until such time as Houston may reassign or offer to reassign the Mining Lease and Option pursuant to Paragraph 5.3 below;

(2) The sum of \$4,000 per month commencing with January 1979, and each month thereafter until the full sum of \$3,000,000 has been paid as hereinafter provided or until such time as Houston may reassign or offer to reassign the Mining Lease and Option pursuant to Paragraph 5.3 below.

Each such monthly payment shall be due on the day of the month on which this Agreement is dated. It is understood and agreed that all such payments made under this Agreement shall be credited to the overriding royalty interest reserved in Paragraph 3.3 below and to the \$3,000,000 price which is specified in Paragraph 3.3 below. All monthly payments made pursuant to this Paragraph 3.2 prior to production shall be accumulated against future production and shall be credited to the overriding royalty interest reserved in Paragraph 3.3 below until the amount of the accrued overriding royalty interest equals the amount of said payments before any payment is required to be made on the reserved overriding royalty interest. Thereafter each monthly payment made pursuant to this Paragraph 3.2 shall be credited to the overriding royalty interest reserved in Paragraph 3.2 and only the excess, if any, of the overriding royalty interest over the amount of such payments, shall be paid on a cumulative basis. Thereafter should there be any cessation of production, such monthly payments will again be accumulated and credited against future overriding royalty interest payments. At such time as \$3,000,000 has been paid pursuant to Paragraphs 3.2 and 3.3 hereof the monthly payments provided herein shall terminate and no further payments shall be required to be made pursuant to this Paragraph 3.2(b).

3.3. The Assignors reserved and De La Mare hereby reserves an overriding royalty interest in the amount of two and one-half percent (2-1/2%) of the net smelter returns, as herein defined, received by Houston from the sale of all concentrates produced from the Premises subject to the Mining Lease and Option, less the credits for the payments made pursuant to Paragraph 3.2 above. Net smelter returns as used herein, shall be defined as the gross amount of the payments received by Houston from the smelter to which said ore or concentrates from the Premises subject to the Mining Lease and Option hereto are delivered, after deducting therefrom all smelter charges, surcharges, penalties, taxes, freight, and costs of transporting such concentrates to the smelter from the mill. Such royalties shall become due and payable on or before the last day of each calendar month for all returns received by Houston during the preceding calendar month, and shall be accompanied by a copy of the refinery or smelter settlement sheet. At such time as Houston may exercise the option to purchase the mining claims listed in Schedule A pursuant to the terms and conditions of the Mining Lease and Option, and at such time as there is no longer any obligation to pay the lessor under the Mining Lease and Option any of the payments set forth in Paragraphs C, D, E, and F of Paragraph 2 of said Mining Lease and

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Option, the overriding royalty interest reserved by Assignors shall increase to five percent (5%). At such time as Houston has paid to the Assignors and/or De La Mare the sum of \$3,000,000 (including all credits for the payments which have been made by Houston or MECO to Assignors pursuant to the terms of Paragraph 3.2 above and pursuant to the provisions of this Paragraph 3.3 relating to the reserved overriding royalty interest), the overriding royalty interest reserved by the Assignors and/or De La Mare shall terminate and no further payments shall be required to the Assignors and/or De La Mare pursuant to this Paragraph 3.3 of this Agreement. Houston shall have the option at any time, and from time to time, to pay all or any part of the balance remaining on said \$3,000,000 and upon payment of the remaining balance thereof the overriding royalty interest and the requirement to make any further payments to the Assignors and/or De La Mare shall terminate. For purposes of determining credits to this amount, the parties agree that MECO, Western Gold, and Houston have paid Assignors and/or De La Mare the sum of \$53,250 prior to the date hereof.

The overriding royalty interest hereby reserved shall survive any purchase by Houston of the Premises pursuant to the terms of the Mining Lease and Option until terminated pursuant to the foregoing terms, unless such interest has previously terminated pursuant to the foregoing terms and conditions of this Agreement.

3.4. All payments required by this Agreement to Assignors and/or De La Mare shall be paid by Houston's check, or for their credit, at Houston's option, to the First National Bank of Nevada, or its successor bank. A single payment or tender to said depository bank shall be made by mail or by delivering a check to it, and such payment shall effectively and for all purposes whatsoever constitute full payment of the amount thereof to Assignors and/or De La Mare to the same extent as if made directly. Such depository bank shall continue as depository under this Agreement regardless of changes in ownership in this Agreement or in any rentals or royalties that accrue hereunder.

#### IV. HOUSTON'S WORK COMMITMENT

4.1. In addition to its other obligations under this Agreement, Houston agrees to expend \$100,000 in exploration expenses on or before December 31, 1978, on or for the benefit of the Premises if it is to continue to maintain its interest in the Premises (Houston's "work commitment"). This work commitment is to be in lieu of all other obligations that might otherwise be implied in law or fact. Expenses incurred by Houston which are properly chargeable to the work commitment shall include, but not be limited to:

(a) Any expenditure incurred for the necessary and proper exploration, development, and operation of the Premises subject to this Agreement, payments for drill site preparation, gaining access to an exploration or development site (including tunnel and shaft maintenance and development), drilling, water, surveying, laboratory charges, environmental controls and studies, and reclamation work.

(b) Costs of contract services, utilities, and equipment rental necessary for efficient operations on the Premises.

(c) Cost of material, equipment, and supplies purchased or leased for use in connection with operations on the Premises.

(d) Salaries and wages of employees while engaged in exploration and development operations, including on-site supervisory and administrative personnel.

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(e) A properly allocable portion of such employee's cost of labor fringe benefits, whether determined by collective bargaining agreements or otherwise. Examples of these costs are: overtime and premium rates, vacation, sickness and disability benefits, incentive rates, and other bonus arrangements, group life insurance, and pension costs.

V. GENERAL

5.1. Any notice required or authorized to be given by this Agreement shall be deemed sufficiently given or served if in writing and deposited in the United States mail, registered or certified, postage prepaid and return receipt requested, addressed to such party at the following address or at such other address as the party shall have designated by written notice to the other party in accordance with this Paragraph 5.1. Notices so given shall be deemed to have been received on the date of mailing.

Notice to Houston:

Houston Oil & Minerals Corporation  
Suite 408  
222 Milwaukee Street  
Denver, CO 80206  
Attn: C. Phillips Purdy, Jr.  
Vice President, Minerals

Notice to De La Mare:

Mr. R. W. De La Mare  
1604 Pyramus  
Cannon City, Colorado 81701

With copy to:

Smith & Gamble, Ltd.  
502 North Division St.  
Cannon City, Colorado 81701

5.2. Houston agrees to be bound by the terms and conditions of the Mining Lease and Option, to perform all of the obligations to be performed by the lessee thereunder subsequent to the date hereof, and to make all subsequent payments required by the Mining Lease and Option, subject to the right of Houston to reassign the Mining Lease and Option to the Assignors and/or De La Mare pursuant to Paragraph 5.3 below.

5.3. Houston may at any time reassign or offer to reassign to the Assignor and/or De La Mare the Mining Lease and Option and thereupon be relieved of any further liability or obligations whatsoever under the terms of this Agreement, the Assignment, and of the Mining Lease and Option; and the Assignors and/or De La Mare shall thereupon be bound by the terms and conditions of the Mining Lease and Option. Houston may freely assign the subject Mining Lease and Option or this Agreement provided it gives De La Mare prompt written notice thereof and the assignee agrees in writing to be bound by the terms and conditions hereof.

5.4. This Agreement is the entire agreement between the parties, and it supersedes all prior written agreements and verbal communications with respect to the subject matter hereof.

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5.5. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

HOUSTON OIL & MINERALS CORPORATION

By C. Phillips Purdy, Jr.  
C. Phillips Purdy, Jr.  
Vice President, Minerals

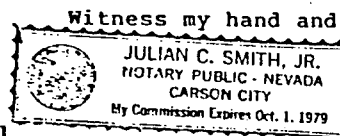
R. W. De La Mare  
R. W. De La Mare

STATE OF NEVADA

COUNTY OF Carson City

)  
) SS.  
)

On the 24<sup>th</sup> day of March 1978, personally appeared before me, a Notary Public, R. W. De La Mare who acknowledged that he executed the above Confirmation, Ratification, and Amendment of Assignment of Mining Lease and Option.



[SEAL]

Julian C. Smith, Jr.  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF COLORADO

CITY AND COUNTY OF DENVER

)  
) SS.  
)

On this 27th day of March 1978, before me, a notary public, personally appeared C. Phillips Purdy, Jr., as Vice President, Minerals, of Houston Oil & Minerals Corporation, a Nevada corporation, who executed the above instrument and acknowledged to me that such corporation executed the same for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Barbara Kitchen  
Notary Public



My commission expires: 11/7/81

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STOREY COUNTY

SCHEDULE A

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

Above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation to Dayton Inspiration Gold Corporation, a Nevada corporation. Recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada. Deed executed September 15, 1959.

TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G, page 385, in the County Recorder's Office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chonta (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.



Alto 11 (possessory), the certificate of location of which is recorded in Book G, page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

TRACT 5

Guardian (possessory), the certificate of location is recorded in Book G, Page 575, Storey County, Nevada, Records.

Defender (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

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Trustee's Deed above referred to also contains the following which includes Tracts 1, 2, 3, 4 and 5: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant or therewith usually had and enjoyed.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particular described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

STOREY COUNTY

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B of Surveys, Page 105, Lyon County, Nevada, Records.

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Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

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Also all mines, plants, buildings, offices and mill machinery now owned by Lessor. It being agreed between Lessor and Lessee that an exact inventory will be taken as to mill machinery and buildings owned by the Lessor at the time Lessee elects to purchase the property herein conveyed.

Filed for Record at Request of Houston Oil & Minerals Corp.  
April 18-1978 at 7 Min's. Past 4 o'clock P.M.  
 Recorded in Book 10 of Official Records  
 Page 165 thru 173 Storey County, Nevada  
[Signature] Storey County Recorder.  
 By \_\_\_\_\_ Deputy  
 File No. 41805 For 8/11/78 fl.

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BOOK 10 - PAGE 173

CONFIRMATION, RATIFICATION, AND AMENDMENTOFASSIGNMENT OF MINING LEASE AND OPTION

AGREEMENT made as of the 21st day of March 1978, by and between R. W. De La Mare, a single man (hereinafter referred to as "De La Mare"), and Houston Oil & Minerals Corporation, a Nevada corporation (hereinafter referred to as "Houston").

RECITALS

A. R. W. De La Mare and Dickie De La Mare, husband and wife (hereinafter referred to as the "Assignors"), were the lessees of a certain Mining Lease and Option dated December 1, 1968, from Dayton-Inspiration Gold Corporation covering lands in Storey and Lyon Counties, Nevada (hereinafter referred to as the "Mining Lease and Option").

B. R. W. De La Mare is the sole heir and assign of Dickie De La Mare.

C. R. W. De La Mare and Dickie De La Mare executed an Assignment of Mining Lease and Option dated July 21, 1973 (hereinafter referred to as the "Assignment"), wherein they assigned the Mining Lease and Option to Minerals Engineering Company, a Colorado corporation (hereinafter referred to as "MECO").

D. MECO has transferred and assigned its interest in the Mining Lease and Option and in the Assignment to Western Gold Ventures, Ltd., a Colorado limited partnership (hereinafter referred to as "Western Gold") and to Houston.

E. Houston is the substitute General Partner of Western Gold and holds the Mining Lease and Option for the benefit of Western Gold.

F. De La Mare and MECO amended the Assignment from time-to-time, so that the precise terms of the Assignment, as amended, are now contained in numerous written instruments.

G. A dispute has arisen with respect to the parties' obligations contained in the Assignment, but the parties have now agreed to resolve that dispute.

H. The parties have agreed to confirm, ratify, and amend the Assignment and to restate the agreement between them in its entirety.

NOW THEREFORE, for \$10,000 in hand paid by Houston to De La Mare and the work commitment stated herein, the receipt and sufficiency of which is hereby admitted and acknowledged, the parties agree as follows:

I. SETTLEMENT OF CLAIMS; RATIFICATION

1.1. De La Mare agrees and confirms that Houston and its predecessors in interest have paid to De La Mare all sums which De La Mare is entitled to receive under the Assignment, as it has been amended from time to time, whether such sums were owed by MECO, Western Gold, or Houston. It is the intention of the parties to this Agreement to settle, release, and discharge all of the claims which De La Mare has asserted or which De La Mare could have asserted in any dispute and in any litigation arising out of the Assignment, as

amended, and any and all other obligations of any nature whatsoever, whether or not asserted and whether or not known, which De La Mare has against MECO, Western Gold, or Houston, or which De La Mare has at any time had against MECO, Western Gold, or Houston, their officers, agents, and employees arising out of the Assignment until the date of the signing of this Agreement.

De La Mare does hereby release, acquit, and forever discharge MECO, Western Gold, and Houston, their officers, agents, employees and servants, and their successors and assigns, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses, and compensation which De La Mare may now have or may hereafter have on account of or arising out of any matter or thing that has happened, developed, or occurred, whether known or unknown, with respect to the Premises or the Assignment until the date of this Agreement. The foregoing release is executed in conjunction with the settlement of claims that heretofore have been asserted by De La Mare, but this release is intended to release not only claims made or which might have been made in any litigation, but any and all claims of any kind or nature including any and all manner of actions, causes of action, suits, rights, debts, dues, covenants, liabilities, contracts, promises, trespasses, damages, controversies, claims, and demands whatsoever, in law or in equity, which De la Mare has ever had or may have, known or unknown, arising out of any event, occurrence, or transaction prior to the date of execution of this Agreement, against MECO, Western Gold, Houston, their officers, agents, employees and servants, and their successors, assigns, heirs, executors, and administrators.

1.2. De La Mare hereby confirms and ratifies the Assignment, as amended and restated herein.

## II. THE PREMISES

2.1. The Assignors were the owners of the following Mining Lease and Option that was assigned to MECO by the Assignment:

Lessor:	Dayton Inspiration Gold Corporation, a Nevada corporation
Lessee:	R. W. De La Mare and Dickie De La Mare
Date:	December 1, 1968
Lands Covered:	Those lands and claims located in Storey and Lyon Counties, Nevada, which are described in Schedule A attached hereto and by this refer- ence made a part hereof.

2.2. The Assignors represented to MECO, and De La Mare hereby represents to Houston, that the Mining Lease and Option was a valid and subsisting lease in accordance with the terms thereof and that the obligations of the lessees named therein were fully performed prior to the date of the Assignment.

2.3. The Assignors warranted to MECO, and De La Mare hereby represents and warrants to Houston, that prior to the date of the Assignment the payments provided for in the Mining Lease and Option were paid as provided therein, and that all covenants required to be performed by Assignors were performed by them.

## III. ASSIGNMENT

3.1. The Assignors did grant, assign, and convey to MECO, and De La Mare does hereby grant, assign, and convey unto Houston all right, title, and interest in the Mining Lease and Option, together

with the option to purchase contained in the Mining Lease and Option, subject to the payment of the consideration specified in Paragraph 3.2 below, the work commitment stated in Paragraph 4.1 below, and the reservation of overriding royalty interest contained herein.

3.2. Houston shall pay to De La Mare the following:

(a) The sum previously stated as consideration, the receipt of which is hereby acknowledged by De La Mare;

(b) Minimum royalties in the following amounts:

(1) The sum of \$2,000 per month for a period of ten (10) months, the first payment to be paid on the date hereof and the remaining nine (9) payments to be made one each month during the next ensuing nine (9) months following the first payment or until such time as Houston may reassign or offer to reassign the Mining Lease and Option pursuant to Paragraph 5.3 below;

(2) The sum of \$4,000 per month commencing with January 1979, and each month thereafter until the full sum of \$3,000,000 has been paid as hereinafter provided or until such time as Houston may reassign or offer to reassign the Mining Lease and Option pursuant to Paragraph 5.3 below.

Each such monthly payment shall be due on the day of the month on which this Agreement is dated. It is understood and agreed that all such payments made under this Agreement shall be credited to the overriding royalty interest reserved in Paragraph 3.3 below and to the \$3,000,000 price which is specified in Paragraph 3.2 below. All monthly payments made pursuant to this Paragraph 3.2 prior to production shall be accumulated against future production and shall be credited to the overriding royalty interest reserved in Paragraph 3.3 below until the amount of the accrued overriding royalty interest equals the amount of said payments before any payment is required to be made on the reserved overriding royalty interest. Thereafter each monthly payment made pursuant to this Paragraph 3.2 shall be credited to the overriding royalty interest reserved in Paragraph 3.2 and only the excess, if any, of the overriding royalty interest over the amount of such payments, shall be paid on a cumulative basis. Thereafter should there be any cessation of production, such monthly payments will again be accumulated and credited against future overriding royalty interest payments. At such time as \$3,000,000 has been paid pursuant to Paragraphs 3.2 and 3.3 hereof the monthly payments provided herein shall terminate and no further payments shall be required to be made pursuant to this Paragraph 3.2(b).

3.3. The Assignors reserved and De La Mare hereby reserves an overriding royalty interest in the amount of two and one-half percent (2-1/2%) of the net smelter returns, as herein defined, received by Houston from the sale of all concentrates produced from the Premises subject to the Mining Lease and Option, less the credits for the payments made pursuant to Paragraph 3.2 above. Net smelter returns as used herein, shall be defined as the gross amount of the payments received by Houston from the smelter to which said ore or concentrates from the Premises subject to the Mining Lease and Option hereto are delivered, after deducting therefrom all smelter charges, surcharges, penalties, taxes, freight, and costs of transporting such concentrates to the smelter from the mill. Such royalties shall become due and payable on or before the last day of each calendar month for all returns received by Houston during the preceding calendar month, and shall be accompanied by a copy of the refinery or smelter settlement sheet. At such time as Houston may exercise the option to purchase the mining claims listed in Schedule A pursuant to the terms and conditions of the Mining Lease and Option, and at such time as there is no longer any obligation to pay the lessor under the Mining Lease and Option any of the payments set forth in Paragraphs C, D, E, and F of Paragraph 2 of said Mining Lease and

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Option, the overriding royalty interest reserved by Assignors shall increase to five percent (5%). At such time as Houston has paid to the Assignors and/or De La Mare the sum of \$3,000,000 (including all credits for the payments which have been made by Houston or MECO to Assignors pursuant to the terms of Paragraph 3.2 above and pursuant to the provisions of this Paragraph 3.3 relating to the reserved overriding royalty interest), the overriding royalty interest reserved by the Assignors and/or De La Mare shall terminate and no further payments shall be required to the Assignors and/or De La Mare pursuant to this Paragraph 3.3 of this Agreement. Houston shall have the option at any time, and from time to time, to pay all or any part of the balance remaining on said \$3,000,000 and upon payment of the remaining balance thereof the overriding royalty interest and the requirement to make any further payments to the Assignors and/or De La Mare shall terminate. For purposes of determining credits to this amount, the parties agree that MECO, Western Gold, and Houston have paid Assignors and/or De La Mare the sum of \$53,250 prior to the date hereof.

*R.V.*  
The overriding royalty interest hereby reserved shall survive any purchase by Houston of the Premises pursuant to the terms of the Mining Lease and Option until terminated pursuant to the foregoing terms, unless such interest has previously terminated pursuant to the foregoing terms and conditions of this Agreement.

3.4. All payments required by this Agreement to Assignors and/or De La Mare shall be paid by Houston's check, or for their credit, at Houston's option, to the First National Bank of Houston *Successor City - Home Office*, or its successor bank. A single payment or tender to said depository bank shall be made by mail or by delivering a check to it, and such payment shall effectively and for all purposes whatsoever constitute full payment of the amount thereof to Assignors and/or De La Mare to the same extent as if made directly. Such depository bank shall continue as depository under this Agreement regardless of changes in ownership in this Agreement or in any rentals or royalties that accrue hereunder.

#### IV. HOUSTON'S WORK COMMITMENT

4.1. In addition to its other obligations under this Agreement, Houston agrees to expend \$100,000 in exploration expenses on or before December 31, 1978, on or for the benefit of the Premises if it is to continue to maintain its interest in the Premises (Houston's "work commitment"). This work commitment is to be in lieu of all other obligations that might otherwise be implied in law or fact. Expenses incurred by Houston which are properly chargeable to the work commitment shall include, but not be limited to:

(a) Any expenditure incurred for the necessary and proper exploration, development, and operation of the Premises subject to this Agreement, payments for drill site preparation, gaining access to an exploration or development site (including tunnel and shaft maintenance and development), drilling, water, surveying, laboratory charges, environmental controls and studies, and reclamation work.

(b) Costs of contract services, utilities, and equipment rental necessary for efficient operations on the Premises.

(c) Cost of material, equipment, and supplies purchased or leased for use in connection with operations on the Premises.

(d) Salaries and wages of employees while engaged in exploration and development operations, including on-site supervisory and administrative personnel.

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(e) A properly allocable portion of such employee's cost of labor fringe benefits, whether determined by collective bargaining agreements or otherwise. Examples of these costs are: overtime and premium rates, vacation, sickness and disability benefits, incentive rates, and other bonus arrangements, group life insurance, and pension costs.

#### V. GENERAL

5.1. Any notice required or authorized to be given by this Agreement shall be deemed sufficiently given or served if in writing and deposited in the United States mail, registered or certified, postage prepaid and return receipt requested, addressed to such party at the following address or at such other address as the party shall have designated by written notice to the other party in accordance with this Paragraph 5.1. Notices so given shall be deemed to have been received on the date of mailing.

#### Notice to Houston:

Houston Oil & Minerals Corporation  
Suite 408  
222 Milwaukee Street  
Denver, CO 80206  
Attn: C. Phillips Purdy, Jr.  
Vice President, Minerals

#### Notice to De La Mare:

Mr. R. W. De La Mare

1104 Broadway  
Calson City, Nevada 89701

*will copy to*

*Smith & Crumble, Ltd*  
*502 North Division Street*  
*Calson City, Nevada 89701*

5.2. Houston agrees to be bound by the terms and conditions of the Mining Lease and Option, to perform all of the obligations to be performed by the lessee thereunder subsequent to the date hereof, and to make all subsequent payments required by the Mining Lease and Option, subject to the right of Houston to reassign the Mining Lease and Option to the Assignors and/or De La Mare pursuant to Paragraph 5.3 below.

5.3. Houston may at any time reassign or offer to reassign to the Assignor and/or De La Mare the Mining Lease and Option and thereupon be relieved of any further liability or obligations whatsoever under the terms of this Agreement, the Assignment, and of the Mining Lease and Option; and the Assignors and/or De La Mare shall thereupon be bound by the terms and conditions of the Mining Lease and Option. Houston may freely assign the subject Mining Lease and Option or this Agreement provided it gives De La Mare prompt written notice thereof and the assignee agrees in writing to be bound by the terms and conditions hereof.

5.4. This Agreement is the entire agreement between the parties, and it supersedes all prior written agreements and verbal communications with respect to the subject matter hereof.

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5.5. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

HOUSTON OIL & MINERALS CORPORATION

By C. Phillips Purdy, Jr.  
C. Phillips Purdy, Jr.  
Vice President, Minerals

R. W. De La Mare  
R. W. De La Mare

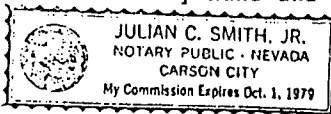
STATE OF NEVADA

COUNTY OF Carson City

SS.

On the 24<sup>th</sup> day of March 1978, personally appeared before me, a Notary Public, R. W. De La Mare who acknowledged that he executed the above Confirmation, Ratification, and Amendment of Assignment of Mining Lease and Option.

Witness my hand and official seal.



[SEAL]

Julian C. Smith, Jr.  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF COLORADO

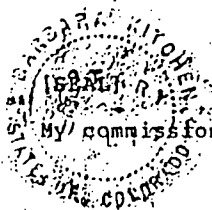
CITY AND COUNTY OF DENVER

SS.

On this 27<sup>th</sup> day of March 1978, before me, a notary public, personally appeared C. Phillips Purdy, Jr., as Vice President, Minerals, of Houston Oil & Minerals Corporation, a Nevada corporation, who executed the above instrument and acknowledged to me that such corporation executed the same for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Barbara Kitchen  
Notary Public



My commission expires: 11/7/81

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SCHEDULE A

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

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Also all mines, plants, buildings, offices and mill machinery now owned by Lessor. It being agreed between Lessor and Lessee that an exact inventory will be taken as to mill machinery and buildings owned by the Lessor at the time Lessee elects to purchase the property herein conveyed.

Filed for Record at Request of R. W. De La Mesa  
July 13, 1979 at 3 Min's. Past 2 o'clock P.M.  
 Recorded in Book 17 of Official Records  
 Page 626 ~~134~~ Storey County, Nevada  
 By B. J. Cole Storey County Recorder  
 File No. 44891 Fee 11.00 pd.

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STOREY COUNTY

SECOND AMENDMENT  
TO  
MINING LEASE AND OPTION

This Agreement, made and entered into this 1st day of July, 1978 by and between DAYTON-INSPIRATION GOLD CORPORATION, a Nevada corporation (hereinafter referred to as "Dayton") and HOUSTON OIL and MINERALS CORPORATION, a Nevada corporation (hereinafter referred to as "Houston");

W I T N E S S E T H:

WHEREAS, Dayton as Lessor and R. W. De La Mare and Dickie De La Mare, husband and wife, as Lessees entered into a certain Mining Lease and Option dated December 1, 1968; and

WHEREAS, by an Assignment of Mining Lease and Option dated July 21, 1973, R. W. De La Mare and Dickie De La Mare assigned the Mining Lease and Option to Minerals Engineering Company, a Colorado corporation (hereinafter referred to as "MECO"); and

WHEREAS, by an Amendment to Mining Lease and Option on certain properties in Storey and Lyon Counties, Nevada dated January 17, 1977, Dayton and MECO amended the Mining Lease and Option in certain particulars; and

WHEREAS, MECO has transferred and assigned its interest in the Mining Lease and Option and in the Assignment to Western Gold Ventures, Ltd., a Colorado limited partnership (hereinafter referred to as "Western Gold") and to Houston; and

WHEREAS, Houston is the substitute general partner of Western Gold and holds the Mining Lease and Option for the benefit of Western Gold; and

WHEREAS, the parties hereto desire to further amend the Mining Lease and Option in certain particulars;

NOW, THEREFORE, in consideration of Three Thousand Five Hundred (\$3,500) Dollars payable by Houston on or before March 1, 1979, the parties agree as follows:

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BOOK 12- PAGE 78

1. Paragraph 1 of the Mining Lease and Option is amended by deleting "of Five (5) Years or to December 1, 1978" and substituting therefor "to March 1, 1979".

2. The first sentence of Paragraph 2 of the Mining Lease and Option is amended by deleting "November 30, 1978" and substituting therefor "March 1, 1979".

3. Subparagraph D of Paragraph 2 of the Mining Lease and Option is amended by deleting "November 30, 1978" and substituting therefor "March 1, 1979".

4. Paragraph 2 of the Mining Lease and Option is amended by adding a new Subparagraph H to read as follows:

"H. Lessees shall perform or cause to be performed the annual assessment work which is required to be performed on the property for the assessment years ending September 1, 1978 and September 1, 1979.

5. Paragraph 6 of the Mining Lease and Option is amended by adding a sentence at the end thereof reading as follows:

"Lessees shall pay all taxes levied or assessed against said premises for the fiscal years ending June 30, 1979 and June 30, 1980".

6. Paragraph 11 of the Mining Lease and Option is amended to read as follows:

"The option to purchase hereinabove referred to shall be exercised by Lessees by notifying Lessor in writing, delivered to Lessor personally, or by deposit of said notice in a sealed envelope in a post office, postage prepaid and registered, and addressed to Lessor: ~~Columbia Building, Post Office Box 178, Spokane Washington 99210~~ **P. O. BOX 487 PORTLAND, OREGON 97207** on or before March 1, 1979. On or before March 1, 1979, Lessees shall deposit Seventy Five Thousand (\$75,000) Dollars in the United States National Bank of Oregon, Burlingame Branch, Burlingame, Oregon, said Bank to hold said sum of money deposited as the escrow agent; and Lessor shall, within thirty (30) days of receipt of said notice, deposit with said escrow agent (1) a deed conveying title to Lessees, and (2) evidence that Lessor has good merchantable title, free and clear of encumbrances. Lessees shall have fifteen (15) days to examine said deed and evidence of title. Any controversy arising as to whether said title is merchantable shall be settled by Lessor's and Lessees' attorneys and the title company furnishing such evidence of title. After said fifteen (15) days, or sooner if notified by Lessees of acceptance of merchantable title, the escrow agent shall deliver the monies deposited by Lessees to the Lessor. Lessees shall, on or before March 1, 1980, deposit Ninety Thousand (\$90,000) Dollars with interest thereon at

135201

39418

STOREY COUNTY

the rate of eight and one-half (8½%) percent per annum from March 1, 1979 to the date of deposit with the escrow agent, who shall then deliver the deed and evidence of title to the Lessees and the monies deposited by Lessees to the Lessor. Revenue tax stamps required for the deed shall be placed thereon by the escrow agent at Lessor's expense. Escrow fees shall be shared equally by the parties hereto. If Lessees desire an abstract of title, they may order one at their own volition and expense, said abstract to be ordered sufficiently in advance so that it may be deposited in escrow within the thirty (30) day period referred to above in this paragraph".

Paragraph 17 of the Mining Lease and Option is amended to read as follows:

"17. Lessees agree to prepare an inventory of all the mill machinery and buildings on the premises which shall be submitted to Lessor, and upon Lessor's acceptance of said inventory, it shall become a part of this Agreement. The following real and personal property is excluded from this Agreement:

- 1) Two surface buildings on the New York property belonging to Jack Lowry known as the Carpenter Building and Change House;
- 2) Mill machinery in the mill building belonging to Jackson Mountain Mining and Milling Company.

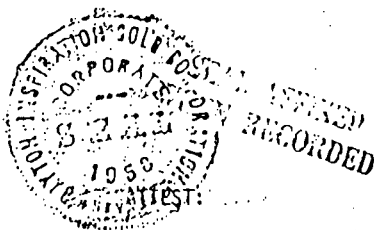
The sixty-five foot steel headframe located on the shaft of the New York property shall be part of this Agreement on the following terms and conditions: (i) Lessees shall pay Lessor Five Hundred (\$500) Dollars on July 1, 1978 and a like amount on the first day of each month thereafter, to and including February 1, 1979; (ii) if Lessees exercise the option to purchase hereinabove referred to, Lessees shall pay to Lessor Five Thousand Five Hundred (\$5,500) Dollars on March 1, 1979".

8. Except as herein amended, the Mining Lease and Option as heretofore amended, is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Mining Lease and Option as of the date first above written.

DAYTON-INSPIRATION GOLD CORPORATION

By Burt W. Oustine  
Vice President



Wanda Oustine  
Secretary

135202

39-118



Execution of Second Amendment  
to Mining Lease and Option by  
and between Dayton-Inspiration  
Gold Corporation and Houston  
Oil and Minerals Corporation  
continued:

HOUSTON OIL &amp; MINERALS CORPORATION

By

C. Phillips Purdy, Jr.  
C. Phillips Purdy, Jr.,  
Vice President  
Minerals Division

STATE OF Oregon }  
COUNTY OF Multnomah } SS.

SEAL AFFIXED  
WHEN RECORDED

On this 18th day of July, 1978, personally  
appeared before me, a notary public, Burton W. Cistine  
the VICE President of Dayton-Inspiration Gold Corporation, a  
Nevada corporation, who acknowledged that he executed the above  
instrument on behalf of said corporation.

Burton W. Cistine  
Notary Public

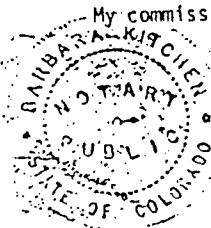
My commission expires: 5-17-80

STATE OF COLORADO )  
CITY AND ) SS.  
COUNTY OF DENVER )

On this 6th day of July, 1978, personally  
appeared before me, a notary public, C. Phillips Purdy, Jr., Vice  
President Minerals Division of Houston Oil and Minerals Corporation,  
a Nevada corporation, who acknowledged that he executed the above  
instrument on behalf of said corporation.

Barbara Kitchen  
Notary Public

My commission expires: 11/7/81



SEAL AFFIXED  
WHEN RECORDED

INDEXED

COMPARED

THIS DOCUMENT HAS BEEN MICROFILMED  
BY  
COUNTY RECORDER  
FEE \$6.00  
JUL 11 1978  
JUL 11 1978

RECEIVED BY  
Houston Oil & Minerals Corp  
178 AUG 7 PM 3:00

135203

STOREY COUNTY

Filed for Record at Request of Houston Oil & Minerals Corp.  
August 18-1978 at 42 Min's. Past 2 o'clock P.M.  
Recorded in Book 12 of Official Records  
Page 78-79-80-81-82 Storey County, Nevada  
Larry L. Lyle Storey County Recorder  
By \_\_\_\_\_ Deputy  
File No. 42566 Fee \$7.00

135204

BOOK 12-PAGE 82

Documentary Transfer Tax \$ 70.56

☒ Computed on full value of property conveyed; or  
☐ Computed on full value less liens and encumbrances  
 remaining thereon at time of transfer.

Under penalty of perjury:

Burton W. Onstine  
 Signature of declarant or agent  
 determining tax-firm name

## GENERAL DEED

DEED MADE AS OF THE 1ST day of March, 1979, between DAYTON  
 INSPIRATION GOLD CORPORATION, Post Office Box 487, Portland, Oregon  
 97207, a Nevada Corporation, grantor, and HOUSTON OIL & MINERALS  
 CORPORATION, a Nevada Corporation with office at 222 Milwaukee Street,  
 Denver, Colorado 80206 ("HOM"), the grantee:

WITNESSETH, that Dayton, for and in consideration of Ten  
 Dollars (\$10.00) in hand paid by HOM and other good and valuable  
 consideration, the receipt and sufficiency of which is hereby acknow-  
 ledged, has granted, bargained, sold, conveyed, and confirmed, and by  
 these presents does grant, bargain, sell, convey, confirm, assign, and  
 set over unto HOM, its successors and assigns, all of DAYTON'S right,  
 title and interest in its real property, tangible and intangible,  
 including but not limited to, fee lands, water rights, mining leases,  
 easements, options, agreements, licenses, rights of way, tunnel  
 sits, and patented and unpatented mining claims described and more  
 fully set forth in EXHIBIT "A" attached hereto and made a part of  
 this deed, including all buildings located upon said mining claims  
 in an "as in condition" with no warranty as to their structural  
 soundness or usability for mining operations.

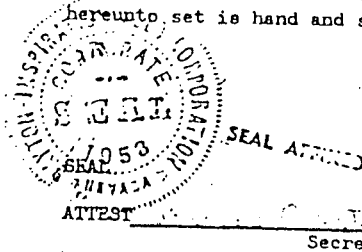
TOGETHER with all the dips, spurs, and angles, and also all  
 the metals, ore, gold and silver bearing quartz, rock and earth therein;  
 and all the rights, privileges, and franchises thereto incident, appendant  
 and appurtenant, or therewith usually had and enjoyed; and also all  
 and singular the tenements, hereditaments, and appurtenances thereto  
 belonging or in any wise appertaining, and the rents, issues, and  
 profits thereof; and also all the right, estate, title, interests,  
 property, possession, claim, and demand whatsoever, as well in law as  
 in equity, of DAYTON, of, in or to the PROPERTY and every part and  
 parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD the property above bargained and  
 described, with appurtenances, unto HOM, its successors and assigns,  
 forever

IN WITNESS WHEREOF, DAYTON INSPIRATION GOLD CORPORATION has  
 hereunto set its hand and seal as of the day and year first above written.

DAYTON INSPIRATION GOLD CORPORATION

By Burton W. Onstine  
 Vice President



Secretary

STATE OF OREGON

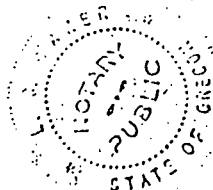
COUNTY OF MULTNOMAH

)  
 ) SS  
 )

The foregoing instrument was acknowledged before me this 27  
 day of March, 1979, by Burton W. Onstine, Vice President of  
 Dayton Inspiration Gold Corporation, a Nevada Corporation

My Commission Expires 12-07-80

Burton W. Onstine  
 Notary Public in and for the State of  
 Oregon, residing at Portland, Oregon



SEAL ATTACHED

135205

EXHIBIT "A" TO DEED FROM DAYTON INSPIRATION  
GOLD CORPORATION, a Nevada Corporation to  
HOUSTON OIL AND MINERALS CORPORATION

The following locate, situate and being in  
the Gold Hill Mining District, Storey County, State of  
Nevada, and more particularly described as follows,  
to wit:

TRACT 1

Woodville Lode Claim, U. S. Survey No. 53,  
patent therefor being recorded in Book 35,  
page 114, Storey County, Nevada, Records.

Justice Claim, U. S. Survey No. 43, patent  
therefor being recorded in Book 31, page 426,  
Storey County, Nevada, Records.

Memphis Claim, U. S. Survey No. 100, patent  
therefor being recorded in Book 39, page 39,  
Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate  
of location of which is recorded in Book D,  
page 31, Storey County, Nevada, Records.

Union Claim (possessory), the certificate  
of location is recorded in Book D, page 60,  
Storey County, Nevada, Records.

*Houston Minerals Corp.*  
Filed for Record at Request of *Houston Minerals Corp.*  
Aug 22, 1980 at 11:15 Min's. Past 1 o'clock P.M.  
Recorded in Book 24 of Official Records  
Page 243 THRU 255 Storey County, Nevada  
By Mary M. Kule Storey County Recorder  
By Timothy J. Bland Deputy  
File No. 417496 - 74910-0000

lots 32 and 33 in Block 6, Range C of the town of Gold Hill.

lots 30, 31, 27 and the West 22 feet of lot 29, the North 200 feet of lot 29, part of lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of lot 55 and all of lot 56 in Block 8, Range D, Gold Hill.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Above covered by Deed from JUSTICE GOLD AND SILVER MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated December 18, 1941, recorded in Book 62 of Deeds, Page 157, Records of Storey County, Nevada.

#### TRACT 2

Thoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's office, Storey County, Nevada.

Keystone Patented mining claim, being U. S. Survey No. 55, patent therefor being recorded in Book 36, page 56, Storey County, Nevada, Records.

Chonta (sometime called the Front Lode), being U. S. Survey No. 117.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Above covered by Deed from the COMSTOCK SILVER MINING COMPANY, a Nevada Corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated December 18, 1941, recorded in Book 62 of Deeds, Page 20, Records of Storey County, Nevada.

STOREY COUNTY

TRACT 3

Certain portions of the following described patented and unpatented lode mining claims:

Caladonia lode (possessory), the certificate of location is recorded in Book T, Page 142, Storey County, Nevada, Records.

Alto 2 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

Alto 11 (possessory), the certificate of location of which is recorded in Book G, page 34.

Caladonia U. S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 170, Storey County, Nevada, Records.

Front lode U. S. Survey 49, 49A and 49B, patent therefor being recorded in Book 36, page 462, Storey County, Nevada, Records.

All portions of any mining rights and surface rights included but not herein specifically named.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or covered, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therein usually had and enjoyed.

Now covered by deed from CONSOLIDATED CHOLLAR CO. and SAGE MINING COMPANY, a California corporation to the NATION CONSOLIDATED MINES COMPANY, dated June 17, 1947, recorded in Book 61 of Records, page 536, Records of Storey County, Nevada.

TRACT 4

Lots numbered 16, 17, 18, 20, 21 and 22 in Block C of Range C of Gold Hill Township, Storey County, Nevada.

Now covered by deed from VIRGINIA CARBON, of Silver City, Nevada to the NATION CONSOLIDATED

HIGHER COMPANY, dated May 23, 1940, recorded in Book 62 of Deeds, Page 45, Records of Storey County, Nevada.

Part of Lot Number 13 in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

DEED covered by Deed from VINCENZO MARICONI, of Silver City, Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated March 31, 1942, recorded in Book 62 of Deeds, Page 169, Records of Storey County, Nevada.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

TRACT 5

Explorer, (possessory), the certificate of location is recorded in Book 6, page 575, Storey County, Nevada, Records.

Explorer, (possessory), the certificate of location is recorded in Book 6, page 576, Storey County, Nevada, Records.

Explorer, (possessory), the certificate of location is recorded in Book 6, page 576, Storey County, Nevada, Records.

Gold King, (possessory), the certificate of location is recorded in Book 6, page 574, Storey County, Nevada, Records.

All of above possessory claims located by Dayton Consolidated Mines Company.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

The following locate, situate and being in the North City and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particularly described as follows, to wit:



STOREY COUNTY

TRACT 6

The Dayton (Marble Lode, U. S. Survey No. 66.)

ABOVE covered by Deed from the HOLANT ESTATE COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated October 10, 1933, recorded in Book 27 of Deeds, Page 427, Records of Lyon County, Nevada.

Kossuth, U. S. Survey No. 62, recorded in Book 1 of Surveys, Page 38, Lyon County, Nevada, Records.

ABOVE covered by Deed from the KOSUTH MINING COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated April 1, 1936, recorded in Book M of Mining Deeds, Page 456, Records of Lyon County, Nevada.

The Cherokee, U. S. Survey No. 75, patent therefor being recorded in Book P Surveys, Page 102, Lyon County, Nevada, Records.

ABOVE covered by Deed from Maud Lee Flood (widow of James L. Flood, deceased), MARY EDDIE FLOOD STEPHENS (daughter of James L. Flood, deceased), and JAMES L. FLOOD (son of James L. Flood, deceased) to DAYTON CONSOLIDATED MINES COMPANY, dated October 22, 1936, recorded in Book M, of Mining Deeds Page 380, Lyon County, Nevada, Records.

The Alhambra, U. S. Survey No. 56 (excepting 480 feet on the south end of the claim) patent therefor being recorded in Book B Surveys, Page 74, Lyon County, Nevada, Records.

ABOVE covered by Deed from LILL EURNORN, TRUSTEE OF THE ALHAMBRA MINING COMPANY, to DAYTON CONSOLIDATED MINES COMPANY, dated June 15, 1936, recorded in Book N, of Mining Deeds, Page 579, Lyon County, Nevada, Records.

above, Beach and Beach #2 (possessionary), the certificate of location is recorded in Vol. P of Locations Page \_\_\_\_\_, Lyon County, Nevada, Records.

ABOVE covered by Deed from C. M. SMITH to DAYTON CONSOLIDATED MINES COMPANY, dated September 20, 1933, recorded in Book N, of Mining Deeds, Page 141, Lyon County, Nevada, Records.

see, finally (possessionary) the certificate of location is recorded in Vol. C of Locations, Page 205, Lyon County, Nevada, Records.

PROVS covered by Deed from FRANK R. GORTON to DAYTON CONSOLIDATED MINES CO., dated September 21, 1934, recorded in Book M, of Mining Deeds, Page 373, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S. of locations, Page 107, Lyon County, Nevada, Records. (This possessory mining claim located by Dayton Consolidated Mines Company).

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Numbers 277-278-279-280 and 283, Covered by Deed from the Polart Estate Company to Dayton Consolidated Mines Company, dated October 19, 1933, recorded in Book 27 of Deeds, Page 427, Lyon County, Nevada, Records.

Number 282, Covered by Deed from VIDA ROYCE and JAMES F. LACROIX to DAYTON CONSOLIDATED MINES COMPANY, dated November 24, 1934, recorded in Book 28 of Deeds, Page 193, Lyon County, Nevada, Records.

Numbers, 273-274 and 275, Covered by Deed from ERNEST LACROIX to DAYTON CONSOLIDATED MINES COMPANY, dated December 13, 1934, recorded in Book 21 of Deeds, Page 320, Lyon County, Nevada, Records.

Number, 103 and known as "Eastern Slope Mill Site," covered by Deed from GEORGE FURMAN to DAYTON CONSOLIDATED MINES COMPANY, dated November 16, 1934, recorded in Book 23 of Deeds, Page 154, Lyon County, Nevada, Records.

Numbers 101-102 and 123, Covered by Deed from GEORGE FURMAN to DAYTON CONSOLIDATED MINES COMPANY, dated October 19, 1933, recorded in Book 21 of Deeds, Page 423, Lyon County, Nevada, Records.

Numbers 127-128-129-130 and 130, Covered by Deed from JAMES F. LACROIX to DAYTON CONSOLIDATED MINES COMPANY, dated April 8, 1934, recorded in Book 23 of Deeds, Page 192, Lyon County, Nevada, Records.

Part of Lot 104 and all of Lot 286, Covered by Deed from RAY W. DOWNEY and MAURICE F. FREEDY to DAYTON CONSOLIDATED MINES COMPANY, dated December 4, 1933, recorded in Book 17 of Deeds, Page 477, Lyon County, Nevada, Records.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver

bearing quartz, rock and earth in place or  
 severed, of any and all mining claims and  
 property included in the above tract; and  
 all the rights, privileges, and franchises  
 thereto incident, appendant, and appurtenant,  
 or therewith usually had and enjoyed.

THE BEST GROUP OF CLAIMS BEING TRACT 7 IS NOT INCLUDED  
 AS A PART OF EXHIBIT "A"

~~Best Mining Claim, U. S. Survey No. 142  
 (patented)~~

~~Best North Extension Mining Claim, U. S.  
 Survey No. 150, (patented) recorded in Book  
 M of Deeds, Page 277, Lyon County, Nevada,  
 Records.~~

~~Best Rock Mining Claim, U. S. Survey No.  
 137 (patented), recorded in Book M of Mining  
 Deeds, Page 54, Lyon County, Nevada, Records.~~

~~Best Mining Claim, U. S. Survey No. 133,  
 (patented), recorded in Book M of Mining Deeds,  
 Page 55, Lyon County, Nevada, Records.~~

~~Best Bell Mining Claim, U. S. Survey No.  
 151 (patented), recorded in Book M of Mining  
 Deeds, Page 56, Lyon County, Nevada, Records.~~

~~Best Bell No. 2 Mining Claim, U. S. Survey  
 No. 151, (patented) recorded in Book M of Mining  
 Deeds, Page 63, Lyon County, Nevada, Records.~~

~~Best Eagle Mining Claim, U. S. Survey No.  
 151 (patented) recorded in Book M of Mining  
 Deeds, Page 57, Lyon County, Nevada, Records.~~

~~Best Mining Claim, U. S. Survey No. 1703  
 (patented), recorded in Book M of Mining Deeds,  
 Page 61, Lyon County, Nevada, Records.~~

~~Best Public Mining Claim (possessory), re-  
 corded in Vol. A of Locations, Page 76, Lyon  
 County, Nevada, Records.~~

~~Best Mining Claim (possessory) recorded in  
 Vol. A of Locations, Page 610, Lyon County,  
 Nevada, Records.~~

~~Best Mining Claim (possessory) recorded in  
 Vol. A of Locations, Page 634, Lyon County,  
 Nevada, Records.~~

~~Best Mining Claim (possessory) recorded in  
 Vol. A of Locations, Page 137, Lyon County,  
 Nevada, Records.~~

STOREY COUNTY

GRANT DEED.

In consideration of Ten Dollars in hand paid, HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation, Grantor, grants to HOUSTON INTERNATIONAL MINERALS CORPORATION, a Texas corporation, Grantee, whose address is 1325 S. Colorado Boulevard, Building B, Denver, Colorado 80222, a Texas corporation, certain property situate in Storey County, Nevada, and more particularly described in Exhibit A attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this deed this 18<sup>TH</sup> day of November, 1980.

HOUSTON OIL & MINERALS CORPORATION

By

Robert B. Hope  
Robert B. Hope

ATTEST:

George E. Reeves  
George E. Reeves, Asst. Secretary

SEAL AFFIXED

APPROVED
Dir:
Fin:
Lee: <u>RBC</u>
HOM-HIMCO-HOMEX

Houston Intl

Filed for Record at Request of Houston Intl  
Corp. 2, 1980 at 1:55 Min's. Past 2 o'clock P.M.  
Recorded in Book 26 of Official Records  
Page 136 137 138 139 Storey County, Nevada  
Marjorie R. Pitt Storey County Recorder  
By John L. Biddle Deputy  
File No. 48132 1980

STATE OF COLORADO )  
City and County of Denver ) ss.

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> day of November, 1980 by Robert B. Hope, Houston Oil & Minerals Corporation, on behalf of the corporation pursuant to a resolution of the Board of Directors of the corporation.

Donna J. Shaffer  
Notary Public

Documentary Transfer Tax \$ 70<sup>95</sup>  
✓ Computed on full value of property conveyed;  
or computed on full value less liens and  
encumbrances remaining thereon at time of  
transfer.

My Commission Expires:

Oct. 25, 1983

[SEAL]

SEAL AFFIXED

Under penalty of perjury

George E. Reeves  
George E. Reeves, Asst. Sec.  
Houston International Minerals  
Corporation

135213

EXHIBIT A

Page 1 of 3

## TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

Above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation to Dayton Inspiration Gold Corporation, a Nevada corporation. Recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada. Deed executed September 15, 1959.

## TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G, page 385, in the County Recorder's Office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chontz (sometime called the Front Lode), being U.S. Survey No. 117

## TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

135214

STOREY COUNTY

EXHIBIT A

Page 2 of 3

Alto 11 (possessory), the certificate of location of which is recorded in Book G, page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

TRACT 5

Guardian (possessory), the certificate of location is recorded in Book G, Page 575, Storey County, Nevada, Records.

Defender (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King (possessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

Tracts 2, 3, 4 and 5 are covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada.

Trustee's Deed above referred to also contains the following which includes Tracts 1, 2, 3, 4 and 5: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appurtenant, and appurtenant or therewith usually had and enjoyed.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particular described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98. Lyon County, Nevada, Records.

135215

The Cherokee, U.S. Survey No. 73, patent therefor being recorded in Book B of Surveys, Page 185, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Volume P of Locations, Page \_\_\_\_ Lyon County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

Tract 6 above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 42 of Deeds, Lyon County, Nevada, Records.

Trustee's Deed above referred to also contains the following: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Also all mines, plants, buildings, offices and mill machinery now owned by Lessor. It being agreed between Lessor and Lessee that an exact inventory will be taken as to mill machinery and buildings owned by the Lessor at the time Lessee elects to purchase the property herein conveyed.

135216



## QUITCLAIM DEED

In consideration of Ten Dollars (\$10.00) and other valuable consideration, HOUSTON INTERNATIONAL MINERALS CORPORATION, a Texas corporation ("Grantor"), whose address is 3801 E. Florida, P. O. Box 10200, Denver, Colorado, 80210 hereby quitclaims to R. W. DE LA MARE, a single man ("Grantee"), whose address is 1504 Pyrenees, Carson City, Nevada 89701 all of the right, title and interest in and to those certain lands ("Property") located in Storey and Lyon Counties, Nevada more particularly described in Schedule A attached hereto and incorporated by reference herein which Grantor acquired through conveyances from Dayton Inspiration Gold Corporation dated March 1, 1979 and December 24, 1980 and recorded in the Official Records of Storey County, Book 24, Page 248 and Book 26, Page 561, and in the Official Records of Lyon County, Document Nos. 57224 and 57961.

TO HAVE AND TO HOLD unto Grantee, his successors, and assigns.

IN WITNESS thereof, Grantor has executed this Deed this 5<sup>th</sup> day of August, 1982.

HOUSTON INTERNATIONAL MINERALS CORPORATION

By K. H. Wright  
K. H. Wright  
Vice President-Operations

STATE OF COLORADO )  
City and County of Denver ) ss.

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 1982 by K. H. Wright, Vice President-Operations, Houston International Minerals Corporation, on behalf of the corporation.

Debbie Spence  
Notary Public

My Commission Expires:  
My Commission Expires Feb. 19, 1985  
3801 East Florida  
Denver, Colorado 80210



Filed for Record at Request of R. W. De La Mare  
Mar. 9, 1983 at 4:41 Min's. Past 2 o'clock P.M.  
Recorded in Book 37 of Official Records  
Page 257 of 257 Storey County, Nevada  
By Mary Ann Rabe Storey County Recorder  
By Margaret Spence Deputy  
File No. 52548

707 July  
135217

STOREY COUNTY

SCHEDULE A

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

TRACT 2

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chonta (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

Alto 11 (possessory), the certificate of location of which is recorded in Book G, page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

135218

STOREY COUNTY

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

TRACT 5

Guardian (possessory), the certificate of location is recorded in Book G, Page 575, Storey County, Nevada, Records.

Defender (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King (possessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particularly described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B of Surveys, Page 105, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Volume P of Locations, Page \_\_\_\_, Lyon County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

135219

STOREY COUNTY

Also all mines, plants, buildings, offices and mill  
machinery acquired by Houston International Minerals  
Corporation from Dayton Inspiration Gold Corporation  
by Quitclaim Deed dated December 24, 1980.

When Recorded Return To:

CARL F. MARTILLARO, ESQ.  
412 N. Curry St.  
Carson City, NV 89701

Page 3 of 3

135220

## MEMORANDUM OF AGREEMENT

This Agreement is made and entered into this 16 day of January, 1987, by and between R. W. De La Mare, hereinafter called "Party of the First Part", Trans-Globe Resources, Inc., hereinafter called "Party of the Second Part" and McCabe Enterprises, Inc., hereinafter called "Party of the Third Part".

It is hereby mutually agreed upon, by the above three Parties, to the following provisions and conditions:

1. The Party of the First Part does hereby deed, convey and assign all of his interests in all his properties located in Storey and Lyon Counties that he owns or has interest in, and any and all structures, improvements, personal property, water wells, etc., or any corporation or other entity that he may own or have an interest in, to the above three Parties in the following manner:

- (a) Fifty Per Cent (50%) interest to R. W. De La Mare.
  - (b) Twenty Five Per Cent (25%) interest to Trans-Globe Resources, Inc.
  - (c) Twenty Five Per Cent (25%) interest to McCabe Enterprises, Inc.
- Title is to be taken as tenants-in-common.

2. It is further agreed by all Parties hereto that an operating company will be set up to do the exploration, testing, and the other work necessary to make the property "bankable". The officers of the corporation and their duties will be thus:

- (a) R. W. De La Mare will be President, Chairman of the Board and Senior Mining Advisor.
- (b) Julia S. McCabe will be Secretary, Treasurer, Controller and a Member of the Board.
- (c) James Galloway will be First Vice President, Chief Executive Officer, General Manager and a Member of the Board.

A bank account will be set up and will require any two of the above named officers to sign the checks.

3. The financing needed for the project will be done in two stages, and will be as follows:

- (a) The first step will be to raise the amount needed to make the project "bankable". This will be done by a note and deed of trust, or other instrument that will provide collateral security for payment of the promissory note, on all the properties and will be executed by R. W. De La Mare, who is the owner of record at this time.

INDEXED

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V-21

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STORY COUNTY

(b) The second step or stage will be to raise the large amount of capital needed to build the mill, process the ore and put the project into operation. This amount could run upwards of Twenty Five Million Dollars (\$25,000,000). This sum to be arranged and signed for by James Galloway, President of Trans-Globe Resources, Inc. and Julia S. McCabe, President of McCabe Enterprises, Inc., as they both have extensive experience in the financing field.

4. It is also mutually agreed that the Party of the First Part agrees to sell to the Parties of the Second and Third Parts, at their option, the First Party's Fifty Per Cent (50%) interest in the project under the following terms and conditions:

(a) The Parties of the Second and Third Parts will make a cash down payment of One Million Dollars (\$1,000,000), then one year later, and each year thereafter, make an annual payment of Five Hundred Thousand Dollars (\$500,000) for as long as the Party of the First Part (R. W. De La Mare) shall live. This payment schedule will be guaranteed by the establishment of a non-revokable life-long trust fund. When this fund is established the Party of the First Part will execute a grant deed and/or any other document needed to transfer clear title and possession to the Parties of the Second and Third Parts.

This Agreement may be recorded by any of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed the day and year first above written.

FIRST PARTY:

SECOND PARTY:

THIRD PARTY:

R. W. De La Mare  
R. W. De La Mare

James Galloway, Pres.  
Trans-Globe Resources, Inc.

Julia S. McCabe, Pres.  
McCabe Enterprises, Inc.

TO 1944 MV (1-781)  
(INDIVIDUAL)

STATE OF NEVADA

COUNTY OF Carson City

On January 16, 1987

a Notary Public, R. W. De La Mare, James Galloway and Julia S. McCabe

0104783



TITLE INSURANCE  
AND TRUST

A TFCOR COMPANY

SS.

who acknowledged that the executed the above instrument.

Patricia J. Turner  
Signature



0104783

135222

STOREY COUNTY

MICROFILMED

0104783  
OFFICIAL RECORDS  
LYON COUNTY, NEV.  
RECORD REQUESTED

Filed for Record at Request of Trans globe Resources  
Feb. 10, 1987 at 8:11 a.m. Past 10 o'clock A.M.  
Recorded in Book 56 of Official Records  
Page 337-338-339 Storey County, Nevada  
James Galloway Storey County Recorder  
By Bill Cole Deputy  
File No. 59114 Fee 7.00<sup>00</sup>

87 JAN 20 AM 11 42  
NANCY A. CARR  
COUNTY RECORDER  
FEE 7.00  
Record

95223

A.T.T. 71.50

MEMORANDUM OF AGREEMENT

This Agreement, made this 29<sup>th</sup> day of MAY, 1987, by and between RODNEY W. DE LA MARE, individually, and as President DE LA MARE MINES, LTD., a Nevada corporation, hereinafter referred to as "DE LA MARE", and ART WILSON, hereinafter referred to as "WILSON",

WHEREAS, DE LA MARE, is the owner of certain patented mining claims and other real estate located in the Counties of Lyon, Storey and Carson City, in the State of Nevada, and

WHEREAS, DE LA MARE is desirous of entering into an Agreement for the development of said properties, and

WHEREAS, WILSON is capable, willing and able to provide the expertise, man power and financial assistance necessary for the development of said properties,

NOW, THEREFORE, IT IS AGREED, between the parties as follows:

1. Transfer of Properties: DE LA MARE hereby transfers to WILSON an undivided 55% interest in all properties, including real properties, mining claims, and personal properties in which DE LA MARE or DE LA MARE MINES, LTD., has an interest, as more fully set forth in Exhibit "A" attached hereto and incorporated by reference herein. properties set forth on Exhibit "A" attached hereto and incorporated by reference herein.

2. Consideration for Said Transfer: In consideration of the transfer of the undivided interest as

135224



STOREY COUNTY

set forth above, WILSON agrees to pay DE LA MARE \$100,000.00 in the following manner.

- a. \$10,000.00 upon execution of this agreement.
- b. WILSON shall, no later than the 30th day of July, 1987, discharge the obligation on the single family residence of DE LA MARE located at 1604 Pyrenees, Carson City, Nevada, which such obligation includes a First Deed of Trust on the subject property in approximately \$65,000.00 to First Interstate Bank of Nevada, which is currently in foreclosure. The discharge of the obligation will require a refinancing of the subject premises; but in any such refinancing, WILSON shall remain personally liable for the discharge of the obligation. After said refinancing has been completed, WILSON will deed the said property located at 1604 Pyrenees Street, Carson City, Nevada, back to DE LA MARE with all rights of ownership.
- c. After the refinancing is completed, DE LA MARE shall receive a further cash payment which will be calculated as follows: The difference of the amount of the payment (\$10,000.00) made upon execution of this agreement, plus the amount needed to pay the foreclosure (\$65,000.00) subtracted from the \$100,000.00 purchase price which will be approximately \$25,000.00
- d. WILSON further agrees to discharge all current or past tax obligations on properties that are the subject of this Agreement in an immediate manner so that no further penalties or payments of current or past obligations shall be incurred by DE LA MARE. All future tax obligations on the subject property shall be discharged by the entity that takes title to the subject properties pursuant to this Agreement.

3. Additional Obligations of the Parties:

WILSON agrees to use all due diligence in the development of those properties referred to in Exhibit "A", consistent with the purpose of the parties in entering this Agreement, to wit: generation of income and revenues from the production of marketable ore. In this respect, WILSON shall be obligated to manage and develop the aforementioned

*D. Wilson*

*R. J. De La Mare*

1988-11-14

135225

properties in a prudent and reasonable manner with the objective of the parties to maximize profits in the development and production of the properties that are the subject of this Agreement. DE LA MARE shall be consulted during all critical stages of the operation for the purpose of providing information and expertise relative to the subject properties. The parties hereto acknowledge that DE LA MARE has substantial knowledge, expertise, and data relative to the subject properties which should be considered and utilized at all stages of development and production consistent with the objectives of maximizing profits.

4. Distribution of Profits: The parties agree that all net profits of the operation and development of the properties referred to in Exhibit "A" shall be divided with WILSON receiving 55% and DE LA MARE receiving 45%. Net profits shall be determined after payment of all operating expenses for production and development including, but not limited to, overhead and salaries of employees.

5. Corporate Ownership: It is anticipated that the properties that are the subject of this Agreement shall be transferred to a Nevada corporation in which WILSON and DE LA MARE shall be directors. Stock ownership shall be divided with WILSON receiving 55% and DE LA MARE receiving 45%. The parties acknowledge that the establishment of said corporation is necessary for many business purposes including, but not limited to, the limitation of liability of the individuals that are parties to this Agreement and

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the continuous operation of the properties that are the subject of this Agreement.

6. Additional Documents: The parties hereto anticipate that additional documents will be required to meet the intent and purpose of this Memorandum of Agreement. In this respect, it is anticipated that Deeds to mining claims and real property, assignments of mining claims, Articles of Incorporation and By-Laws, a Deed to the 1604 Pyrenees Street residence, and corporate resolutions will need to be drafted and executed. Inasmuch as time is of the essence of this Agreement, the parties agree that all reasonable dispatch in the execution of said documents will take place.

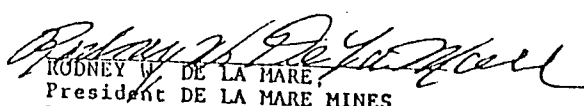
7. Disclosures: WILSON has been advised and is aware of the existence of conflicting claims on certain properties described in Exhibit "A". WILSON is also aware of the existence of a "Memorandum of Agreement" dated January, 1987, between R. W. DE LA MARE and GALLOWAY, a copy of which Agreement has been provided to WILSON. By execution of this Agreement, WILSON agrees to the acquisition of his property subject to the interest, if any, of said conflicting claims. WILSON also acknowledges and believes that said claims are without foundation and the parties agree to use all due diligence to eliminate any conflicting claims to the properties in question. Any expenses incurred in connection with the removal of said claims, shall be charged as a cost of operation to be

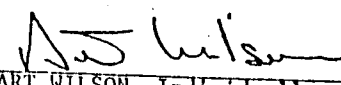
135227

deducted from the proceeds generated from the operation and production prior to distribution of net profits.

8. Enforcement of Agreement: The parties recognize that this is a binding, enforceable Agreement. In the event action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees. Venue shall be Carson City, Nevada.

  
RODNEY W. DE LA MARE  
Individually

  
RODNEY W. DE LA MARE,  
President DE LA MARE MINES,  
LTD.

  
ART WILSON, Individually

ACKNOWLEDGMENT

STATE OF NEVADA     )  
                              : ss.  
CARSON CITY         )


ON THIS 29 day of may, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RODNEY W. DE LA MARE, individually and as President of DE LA MARE MINES, LTD., known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he

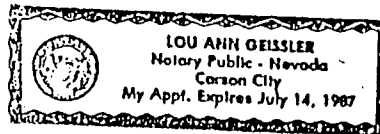
135228

STOREY COUNTY

executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year hereinabove written.

  
NOTARY PUBLIC



3:00pm

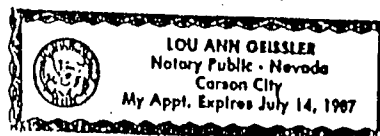
ACKNOWLEDGMENT

STATE OF NEVADA     )  
                              : ss.  
CARSON CITY         )

ON THIS 29 day of may, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ART WILSON, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year hereinabove written.

  
NOTARY PUBLIC



3:00pm

STOREY COUNTY

SCHEDULE A  
De La MARE PROPERTY  
5-29-87

LYON COUNTY  
=====

PARCEL #  
=====

DESCRIPTION  
=====

00-051-26	LOT # 273 SILVER CITY
08-091-01	4 PATENTED CLAIMS
16-121-01	PATENTED CLAIM METRO #74
08-043-05	LOT # 146 & 148 SILVER CITY
08-051-05	LOT # 205 SILVER CITY

STOREY COUNTY  
=====

PARCEL #  
=====

2-131-01  
2-122-01  
2-121-01  
800-001-29  
2-141-01  
2-151-02  
2-142-02  
800-000-90  
2-151-5  
800-000-88  
800-000-89  
800-001-16  
800-001-17  
800-000-78  
800-000-77  
800-000-81  
800-000-80  
800-000-79  
800-000-84  
800-000-83  
800-000-82  
800-000-85  
800-000-86  
800-000-87  
800-001-18  
800-001-20  
800-001-19

AND ALL OTHER UNPATENTED CLAIMS LOCATED IN LYON, STOREY, AND  
CARSON CITY COUNTIES OF NEVADA

135230

BK 05812947

STOREY COUNTY

Filed for Record at Request of Art Milers  
May 29, 1987 at 3:20 Min's. Past 4 o'clock P.M.  
Recorded in Book 58 of Official Records  
Page 441 — 448 Storey County, Nevada  
By Mary Jane Rule Storey County Recorder  
By Margaret Zanetti Deputy  
File No. 59783 — 12 .00 Fee pd.

135231

STOREY COUNTY

1 WHEN RECORDED MAIL TO: 2

3 QUITCLAIM DEED

4  
5 THIS INDENTURE WITNESSETH: That ART WILSON,  
6 RODNEY W. DeLaMARE, an unmarried man, and RODNEY W. DeLaMARE  
7 as President of DELAMARE MINES, LTD., a Nevada Corporation  
8 in consideration of \$10.00, the receipt of which is hereby  
9 acknowledged, do hereby remise, release and forever  
10 quitclaim to D.W.C. LODE MINES, LTD., a Nevada Corporation,  
11 all the right, title, and interest in those certain mining  
12 claims located in Gold Hill Town Site Lots, the County of  
13 Storey, State of Nevada, and more particularly described as  
14 follows:

15 See Exhibit "A" attached hereto.

16 Together with all and singular the tenements,  
17 hereditaments and appurtenances thereunto belonging or in  
18 anywise appertaining.

19 WITNESS our hands this 30<sup>th</sup> day of December,  
20 1987.

21  
22 Art Wilson  
23 ART WILSON

24 Rodney W. DeLaMare  
25 RODNEY W. DeLaMARE

26 DELAMARE MINES, LTD.

27 By Rodney W. DeLaMare  
28 RODNEY W. DeLaMARE  
President

LAW OFFICES OF  
P. THOMAS ECK, III  
501 NORTH MINNESOTA STREET  
CARSON CITY, NEVADA 89101  
(702) 253-2210

-1-

BOOK 062 PAGE 166

V-23

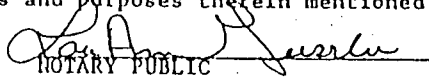
135232



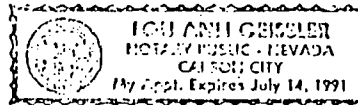
STOREY COUNTY

1 STATE OF NEVADA )  
 2 : ss.  
 3 CARSON CITY )

4 On this 30th day of December, 1987, personally  
 5 appeared before me, a Notary Public in and for said County  
 6 and State, ART WILSON, known to me to be the person  
 7 described in and who executed the foregoing instrument, who  
 8 acknowledged to me that he executed the same freely and  
 9 voluntarily and for the uses and purposes therein mentioned.

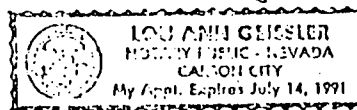
10   
 11 NOTARY PUBLIC

12 STATE OF NEVADA )  
 13 : ss.  
 14 CARSON CITY )



15 On this 30th day of December, 1987, personally  
 16 appeared before me, a Notary Public in and for said County  
 17 and State, RODNEY W. DeLAMARE, known to me to be the person  
 18 described in and who executed the foregoing instrument as an  
 19 unmarried man and as President of DELAMARE MINES, LTD., a  
 20 Nevada Corporation, who acknowledged to me that he executed  
 21 the same freely and voluntarily and for the uses and  
 22 purposes therein mentioned.

23   
 24 NOTARY PUBLIC



STOREY COUNTY

DWC LODE MINES LTD  
GOLD HILL TOWN SITE LOTS - STOREY COUNTY

<u>LOT NUMBER</u>	<u>APPROXIMATE ACRES</u>	<u>STOREY COUNTY PARCEL NUMBER</u>
16, 17, 19, 20, 21, 22	6.44	002-121-01
27, 29, 30, 31, 32, 33	36.11 (LOT 27)	002-141-01
SOUTH 40 FEET OF LOT 55, ALL OF LOT 56		002-142-2
PART OF LOT 35 (NEW NO. 5)		002-151-05
43, 43-1/2, 44, 45, 46	4.30 (LOT 44)	002-122-01
51	25.00	002-131-01
36	3.98	002-151-02

Filed for Record at Request of D.W.C. Lode Mines, Inc.  
Dec 31, 1987 at 33 Min's. Past 12 o'clock AM.  
Recorded in Book 602 of Official Records  
Page 166-167-168 Storey County, Nevada  
By Margaret R. Lode Storey County Recorder  
By Bill Cole Deputy  
File No. 60936 Fee 7.00pd.

TREASURER DEED

1        THIS INDENTURE made and entered into on the 10th day of May, 1993, between  
2 KATHLEEN HILTON, Treasurer and Ex-Officio Tax Receiver of Storey County, State  
3 of Nevada, PARTY OF THE FIRST PART and KATHLEEN HILTON, Treasurer of Storey  
4 County, State of Nevada, and her successors in office, in trust for the use and  
5 benefit of the State of Nevada and County of Storey, PARTY OF THE SECOND PART:

W I T N E S S E T H :

7        WHEREAS, under and by virtue of the laws of the State of Nevada, entitled  
8 'an act to Provide Revenue for the Support of the State of Nevada and the Acts  
9 Amendatory thereof and supplemental thereto: The county Assessor of Storey  
10 County did between the first day of July, 1989, and the first day of January  
11 1990 duly assess and enlist on the assessment roll of said County for the  
12 fiscal year 1990/91 the property hereinafter described situate in Storey County  
13 Nevada, for the purpose of collecting thereon taxes, authorized by law, to be  
14 levied and collected for State, County and Township purposes;

15        THAT WHEREAS, the first installment of taxes levied and assessed as afore-  
16 said upon the property hereinafter described not having been paid on or before  
17 the first Monday in August 1990, the Ex-Officio Tax Receiver of said County  
18 entered upon the Assessment Roll of said County a statement that she had made  
19 a levy upon the property hereinafter described for the amount of taxes due  
20 thereon and penalties and thereafter placed the same upon the delinquent list  
21 of said County as required by the provisions of the Acts above mentioned;

22        THAT WHEREAS, the second installment of taxes levied and assessed as  
23 aforesaid upon the property hereinafter described not having been paid on or  
24 before the first Monday in October 1990, the Ex-Officio Tax Receiver of said  
25 County entered upon the Assessment Roll a statement that she had made a levy  
26 upon the property hereinafter described for the amount of taxes due thereon  
27 and penalties, and thereafter placed the same upon the delinquent list of said  
28 County as required by the provisions of the Acts above mentioned;

29        AND WHEREAS, the third installment of taxes levied and assessed as fore-  
30 said, upon the property hereinafter described not having been paid on or before  
31 the first Monday in January, 1991, the Ex-Officio Tax Receiver of said County  
32 entered upon the assessment roll a statement that she had made a levy upon the

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1 property hereinafter described for the amount of taxes due thereon and penalties  
2 and thereafter placed the same upon the delinquent list of said County as  
3 required by the provisions of the Acts above mentioned;

4 AND WHEREAS, the fourth installment of taxes levied and assessed as afore-  
5 said, upon the property hereinafter described not having been paid on or before  
6 the first Monday in March, 1991, the Ex-Officio Tax Receiver of said County  
7 entered upon the Assessment Roll a statement that she had made a levy upon the  
8 property hereinafter described for the amount of taxes due thereon and penalties  
9 and thereafter placed the same upon the delinquent list of said County as  
10 required by the provisions of the Acts above mentioned;

11 THAT immediately after the first Monday in March 1991, pursuant to the  
12 acts above mentioned, she caused to be published in the Comstock Chronicle a  
13 newspaper printed and published in Virginia City, Nevada, State of Nevada a  
14 notice containing a description of the property on which such taxes were a lien  
15 and which would be sold for the payment thereof, and that delinquent penalties  
16 and costs due thereon, and further specifying that property purchased at said  
17 sale was subject to redemption within two years from the date of the Treasurers  
18 Deed of Trust by payment of all sums with interest from the date of said Deed  
19 of Trust until paid;

20 AND WHEREAS, the Treasurer and Ex-Officio Tax Receiver, aforesaid, pursuant  
21 to the notice aforesaid, did sell the property hereinafter described to the  
22 County Treasurer of Storey County to hold in Trust for the County of Storey  
23 and State of Nevada, and filed a Certificate thereof with the County Recorder  
24 of Storey County;

25 AND WHEREAS, the property hereinafter described and sold as aforesaid,  
26 not having been redeemed within the time allowed by law for its redemption,  
27 and stated in the Certificate, was listed described on said Assessment Roll  
28 and Delinquent Roll and Delinquent Lists and Notice of Sales as follows:

29 Bilyeu, Richard L. and Karen J. Parcel # 4-271-62, Lot 8 as shown  
30 on the Amended Division of Land Maps,  
31 recorded July 5, 1977 under Filing No.  
32 40621, Official Records of Storey Co.

1	Bowen, Richard D and Nora M.	Parcel # 3-052-23, Lot 49, Block K, Virginia City Highlands, Unit 1 according to the official Plat thereof recorded as Document #35070, on April 13, 1972, Storey County Records
2		
3		
4	Collins, Herman D & Patricia A.	Parcel # 3-285-07, Lot 73, Unit No 5 Mark Twain Estates, according to the map thereof filed in the office of the County Recorder of Storey County, Nevada on September 24, 1970 as File No 33747.
5		
6		
7	Garrett, Lynn T. and Edith B.	Parcel # 3-073-02, Lot 149, Block M, Virginia City Highlands Unit 1 according to the official Plat thereof recorded as Document # 35070, on April 13, 1972 Storey County Records.
8		
9		
10	Hill Top Developers, Inc.	Parcel # 3-291-06, Lot 91 Unit No 7 Mark Twain Estates according to the map thereof filed in the office of the County Recorder of Storey County Nevada on September 7, 1971 as File No 34560.
11		
12		
13	Hudson, Norman and Linda	Parcel # 3-131-09 Lot 109 Block M Virginia City Highlands, Unit 1 according to the official Plat thereof recorded as Document # 35070, on April 13, 1972, Storey County Records.
14		
15		
16	IDA Consolidated Mines	Parcel # 800-001-31, Pride West #3792 Parcel # 800-001-32, Luckey Star Fr. #3792 Parcel # 800-001-33, Lucky Star #3792 Parcel # 800-001-30, Badger # 3792 lode mining claims, being a portion of Mineral Application # 04894, designated by the Surveyor General as Survey No. 3792, and patented under United States Patent No 342532; said patent being of record in the office of the County Recorder of Lyon County in Book "L" at page 15 of Mining Deeds; but which said four claims are located in Storey County SAVE AND EXCEPTING from this conveyance that portion of the Lucky Star Claim which was conveyed by Nevada Mining, Reduction and Power Company to D.C. Armstrong by deed of date January 8th, 1916.
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26	Meredith, L. C.	Parcel # 4-281-40, Lot 492-S as shown on that certain Division of Land Map recorded February 1, 1979, as Series No 43664, in the Official Records of Storey County, Nevada
27		
28		
29	Pines Development Corp.	Parcel #800-002-29 Empire State # USS 198 Parcel #800-002-28 Shierle USS # 156 Parcel #800-002-27 Keystone USS 199A
30		
31	OMEGA, INC.	Parcel # 3-304-02, Lot 24 Unit 7, Mark Twain Estates according to the map thereof filed in the office of the County Recorder of Storey County Nevada on September 7, 1971 as File No 34560
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D.W.C. Lode Mines, LTD Patented Mining Claims as follows:

Mineral Survey No.	Claim Name	Patent Number	Parcel Number
49	Front Lode (A + B)	141	800-001-19
120	Holman	167515	800-000-78
125	Niagara	2351	800-000-79
55	Keystone	785	800-001-16
2025	Wedge (Overland)	39507	800-000-88
100	Memphis	1436	800-001-17
117	Chonta	2438	800-001-18
4599	Caledonia		800-001-20
2022	Ledge	9452	800-000-89
2025	Overland	39507	800-000-90
131	White Lead	16696	800-000-80
144	Cliff House	6916	800-000-81
1896	Black Bird	33721	800-000-82
1897	South Alamo	33722	800-000-83
1898	East Alamo	33733	800-000-84
1980	Corey - Jay Boer	3704	800-000-85
2023	German Bell	38822	800-000-86
2022	Sebastapol	39502	800-000-87
80	South Comstock	1066	800-000-77

D.W.C. Lode Mines, LTD Gold Hill Town Site Lots as follows:

Lot Number	Approx. Acres	Parcel Number	Block	Range
16,17,19,20, 21, & 22	6.44	2-121-01	6	C
27,29,30,31, 32,33	36.11 (Lot 27)	2-141-01	6	C
South 40 Feet of Lot 55, All of 56		2-141-02	8	D
Part of Lot 35 (New No. 5)		2-151-05	6	C
43,43-1/2, 44, 45,46	4.30 (Lot 44)	2-122-01	8	D
51	25.00	2-131-01	8	D
36	3.98	2-151-02	6	C

NOW THEREFORE, this Indenture Witnesseth that in consideration of the premises and the several amounts of taxes, penalties, and costs hereinbefore described, AS PARTY OF THE FIRST PART, I, KATHLEEN HILTON, Treasurer and Ex-Officio Tax Receiver, Storey County, State of Nevada, do hereby grant, bargain sell and convey unto myself as the PARTY OF THE SECOND PART, all and singular the property hereinabove described as fully and completely as I may or can lawfully convey the same together with all and singular the enements, hereditaments and appurtenances thereto belonging or in anywise appertaining known and unknown in and to the several above described premises and every part and parcel thereof.

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1 with the appurtenances which they or either of them possessed on the day of  
2 the levy of the taxes aforesaid.

3 TO HAVE AND TO HOLD all and singular the hereinabove mentioned and  
4 described property together with the appurtenances thereunto belonging, unto  
5 myself as said TREASURER OF STOREY COUNTY, State of Nevada, and to my successors  
6 in office in trust for the use and benefit of the State of Nevada and County  
7 of Storey forever.

8 IN WITNESS WHEREOF, I, the said KATHLEEN HILTON AS TREASURER and Ex-Officio  
9 Tax Receiver of Storey County, State of Nevada, have hereunto set my hand the  
10 day and year first above written.

11 SEAL AFFIXED

12  
13 *Kathleen Hilton*  
14 KATHLEEN HILTON,  
15 Treasurer and Ex-Officio Tax Receiver,  
16 County of Storey, State of Nevada.  
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FILED FOR RECORDING  
AT THE REQUEST OF  
Kathy Hilton  
Treasurer of Storey County  
93 MAY 10 AM 11:36  
FILE NO. 071376  
MARGARET LOWTHER  
STOREY COUNTY RECORDER  
N/C FEE DEP  
BOOK 094 PAGE 626

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